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CURRENT TOPICS.

LORD JUSTICE KAY, who has been suffering from a severe cold, is expected to return to the bench on Monday next. Meantime two of his colleagues in Court of Appeal No. 2 are disposing of such interlocutory appeals as are ready for hearing.

THE HEARING of Chancery final appeals will be resumed in Court of Appeal No. 2 as soon as a court of three judges can be formed. Including an appeal set down this week, there are actually not more than five of these appeals ready for hearing. A few are standing over, which will ripen in course of time, but when the five appeals above mentioned have been disposed of it seems probable that the learned Lords Justices will be in a position to take any Queen's Bench appeals which may be ready.

IS IT possible that the self-denying ordinance of the law officers of the Crown against private practice can have broken down already? Here is a paragraph which we find in an evening paper:—"The great army of litigants will cordially absolve Sir CHARLES RUSSELL from any blame in the retention of a portion of his private practice at the bar. It was rumoured that he had decided to devote himself solely to his official work as Attorney-General, but it appears that the rumour was hasty and founded on insufficient grounds."

MR. JUSTICE WRIGHT, sitting as an additional judge of the Chancery Division, was occupied during a considerable time on Wednesday in disposing of numerous applications for the postponement of the hearing of actions in which the parties were not ready. This must necessarily be the case where a large number of actions are practically advanced by being transferred, as in this case, to a judge who hears witness actions continuously. The learned judge heard and decided four actions on Wednesday and Thursday, two others were arranged, and it seems not improbable that at his present rate of progress his list may be disposed of in the course of about a fortnight.

THERE HAVE been some complaints about new regulations at the entering seat of the Chancery Registrars' Office. We believe that the so-called new regulation is merely the revival of an old regulation that no order should be given out to a solicitor from the entering seat, but that the order should be taken from that seat by the registrar's assistant clerk, and by him delivered to the solicitor. The reason for this regulation was that orders sometimes got into wrong hands, and much difficulty was occasioned by solicitors having to work on an office copy. It has

been suggested that the original orders should be filed, as is the practice in the Queen's Bench Division, and that office copies only should be used; but before this suggestion could be adopted the views of the Chancery judges on the subject would have to be obtained.

MR. JUSTICE VAUGHAN WILLIAMS has apparently returned to court full of zeal in the matter of cutting down costs in winding up cases. He is stated to have remarked on Wednesday, on an application for an adjournment, "that the parties interested in the various petitions seemed to be very courteous to one another, and to arrange for costs. He did not think he ought to allow those courtesies to be the occasion for increasing the costs of proceedings. Therefore in the case before him, although he would allow the adjournment asked for, he would order that no costs be allowed to anybody in respect of the adjournment. When the taxing master came to tax the costs it would be his duty to take care that they were no larger than they would have been if the matter had come on as it ought to have done at first. He proposed to make this a rule in all cases."

THE DECISION of NORTH, J., in *Re Porter, Coulson v. Capper* (41 W. R. 38) is a striking example of the hardship which sometimes results from the inappropriate use of forfeiture clauses. A testator devised life estates in his real and personal property to his two sisters and the survivor of them, and, subject thereto, for all his nephews and nieces who should attain twenty-one equally. He added a proviso that in case any of the nephews or nieces should, during the life estates, assign or in any way dispose of his or her expectant share, except by will, or should attempt to do so, the share should be forfeited. One of the nieces married, and by a post-nuptial settlement settled her reversionary share in the testator's estate in favour of herself, her husband, and her children. At the date of the settlement, however, she was domiciled in South Australia, and by the law of that colony she was unable to assign her reversionary interests, and consequently the settlement did not operate as an assignment of them. NORTH, J., held, nevertheless, that there had been an attempt to assign, and that a forfeiture had taken place. Strictly speaking, of course, there can be no actual assignment of property under such circumstances. The execution of the deed at once effects a forfeiture, and nothing passes by the assignment. This point was noticed by KINDERSLEY, V.C., in *Barnett v. Blake* (2 Dr. & Sm. 117), and it drew from him the opinion that the forfeiture would result from any act which was done with the intention of effecting an assignment. Perhaps it is more correct to say that there must be an act which would produce an assignment but for the forfeiture. Thus, where a married woman charged her life interest by way of mortgage, and the charge was void by reason of a restraint on anticipation, it was held that she had not "anticipated" her income within the meaning of a clause which carried over the principal upon such event. But where the forfeiture clause speaks expressly of attempting to assign, these words may be aimed at either or both of two events. They may simply be intended to emphasize the prohibition of assignment, so as to make it apply, as in *Barnett v. Blake*, although, owing to the forfeiture clause, no actual transfer of property can take place, or they may be aimed at transactions which, apart from the forfeiture clause, would not be effectual as assignments. As a matter of grammatical construction, they cover, of course, both cases, and hence the decision of NORTH, J., in *Re Porter*. The result was, perhaps, inevitable, but it suggests for consideration whether such clauses should be made to except marriage settlements, and whether some alteration may not be practicable in the words aimed at attempts to assign. As long as no transaction has been completed which, but for the forfeiture clause, would vest the property in a stranger, it seems that it ought to remain in the original beneficiary, and sometimes, as in the present case, the words may have a disastrous effect.

A PASSAGE in Dr. DOLLINGER's recently-published life has drawn attention to the question whether spiritual persons are bound in a

court of law to disclose revelations made to them under the so-called "seal of confession." The German theologian put the rights and obligations of spiritual persons very high. "Think what it must be to a confessor," writes he, "to see an innocent man condemned and punished, he all the time knowing who is the guilty person, but unable to give him up. I often prayed God not to place me in this terrible position. At the time of the great Gunpowder Plot in London one of the conspirators confessed the crime to a Jesuit. The priest kept the secret, as in duty bound, but on the conspiracy coming to light he was betrayed by his confessee, and paid the penalty with his life." The question has more than once been brought before the English, Scotch, and American courts. In England, though the law is a little doubtful, the better opinion is that neither penitential confessions made to a minister nor even secrets confided to a Roman Catholic priest in the course of confession are privileged (see Taylor, vol. 1, p. 789; Best, p. 522). In Scotland, where a prisoner in custody and preparing for his trial confesses to a clergyman in order to obtain spiritual advice and comfort, the confession is privileged, but this privilege does not extend to confidential communications to clergymen in the ordinary course of their duty (see 2 Dickson Ev. 937). Across the Atlantic in the States of New York and Missouri the confession is privileged, it being provided by the New York Civil Code that "a clergyman or priest cannot, without the consent of the person making the confession, be examined as to any confession made to him in his professional character in the course of discipline enjoined by the Church to which he belongs." And it is said by Mr. TAYLOR that "the law of Papal Rome" not only excepts confessions from the general rules of evidence, "but punishes the priest who reveals them." MASCARDUS, indeed, after observing that in general persons coming to the knowledge of facts under an oath of secrecy are compellable as witnesses to disclose them, states that confessions are not within the operation of this rule, since they are made, not so much to the priest, as to the Deity whom he represents; and he hence draws what Mr. TAYLOR styles the Jesuitical conclusion that the priest, when appearing as a witness in his private character, may lawfully swear that he knows nothing of the subject.

UNDER THE title "Whose Fault?" Mr. ELLIS J. DAVIS has published the story of a trial at Nisi Prius, giving in full the whole of the proceedings in an imaginary case of *Williams v. The West Middlesex Tramway Co. (Limited)*, beginning with the brief and papers for plaintiff's counsel and ending with the plaintiff's bill of costs; and including, in particular, a *verbatim* report of all that took place in court on the trial before that eminent judge Mr. Justice SUSSEX, "who, after an uneventful career at the bar, succeeded in securing a seat in Parliament for an influential borough in the Conservative interest. He had not sat more than a few weeks for this constituency when a vacancy occurred on the bench, and as it happened that he was the only lawyer on the Government side whose seat was perfectly safe for the party, he was offered the judgeship by the Lord Chancellor." The object of the writer is stated to be to give (we presume for the benefit of the general public) a complete insight into what usually takes place in court. The "complete insight" involves the perusal of about 145 pages of speeches of counsel, evidence, and summing up by the judge; and although a good deal of this is a fair sample of the ordinary Queen's Bench trial, and some portions of it are diverting, it may be doubted whether the general public will find it very fascinating. It may be hoped, however, that the plaintiff's bill of costs, and the short analysis of it with which the book concludes, will meet the eyes of the portion of the public who have been sedulously inoculated (not unfrequently by learned judges) with the notion of the enormous profits made by solicitors. The plaintiff recovered £328 10s. with costs; the action was in the solicitor's office for about eight months; the total taxed costs to be paid by the defendants amounted to £157 10s., £25 7s. 2d. being disallowed on taxation. Out of the £157 10s., £22 represented court and special jury fees, £60 2s. 6d. was paid to counsel and £27 to witnesses, leaving £48 7s. 6d. as the total amount received by the solicitor

from the defendants for the whole of his labour, clerks' time, and office expenses. And if the solicitor was paid the £25 7s. 2d. disallowed on taxation, by his own client, he would only receive somewhere about a clear £70. The author may well observe that "the solicitor's remuneration is rather under than over what a skilled professional man might expect to receive."

THE CURRENT number of the *Law Quarterly Review* contains an interesting article by Mr. HENRY BUDD on the Act of Congress of the 3rd of March, 1891, establishing circuit courts of appeal for the United States with a view to diminishing the pressure on the Supreme Court. Article III. of the Constitution of the United States provides that the judicial power of the United States shall be vested in one Supreme Court, and in such inferior courts as Congress may from time to time establish; and the scope of the judicial power is defined so as, speaking generally, to include all cases where interests other than those of a single State, or the citizens of a single State, are in question. In pursuance of the power to establish inferior courts, Congress established district courts and circuit courts. The number of districts has been increased from time to time, and there are now about sixty. The jurisdiction of the district courts is very various, but it embraces, in the main, matters of a public nature, in many of them the United States being concerned. There are nine circuit courts, each circuit including several districts. The circuit court for each district consists of a justice of the Supreme Court, a circuit judge specially appointed, and the district judge, but the court may be held by any one member sitting alone. It has original jurisdiction in all suits of a civil nature, at law or in equity, where the federal jurisdiction depends on the citizenship of the parties, and the amount in dispute exceeds two thousand dollars; and in various other matters; and prior to the recent Act it had appellate jurisdiction from the district courts in certain cases. From both sets of courts, again, appeals lay in specified matters to the Supreme Court, and, in particular, in all cases of final civil judgments and decrees of a circuit court, where the matter in dispute exceeded five thousand dollars, and in cases where the judges of the court below certified that there was a difference of opinion between them as to any question which arose at the trial or hearing. The result was that, what with these and certain other classes of appeals that went to the Supreme Court, that court was quite unable to keep abreast of the flood of work which poured in upon it. In 1870 the unargued cases at the beginning of the term were 600; in 1882 they had increased to 1,202. "The Supreme Court," says Mr. BUDD, "had struggled against such a consummation: counsel had been limited in the time allowed them for argument, judges had been drawn from circuit duty almost altogether, so that the court had been able to dispose of 360 cases a year, as against about 200, the largest number ever disposed of in one year prior to 1868. Yet, notwithstanding all this increased labour and corresponding result, the docket of the court was so full that it would have required more than three years to clear it, even if no new cases had been placed upon it."

THIS STATE of things is rightly described as having been intolerable, and numerous plans were proposed to remedy it. Appeals, it was said, might be limited to cases involving very large sums or very great interests; the Supreme Court might sit in divisions, coming together to hear cases of special magnitude or importance; subordinate courts of appeal might be established, the judgments of which would in ordinary cases be final. The actual plan adopted was different from any of these. The president was required to appoint in each circuit an additional circuit judge, and with this increased staff nine circuit courts of appeal were established, located respectively in Boston, New York, Philadelphia, Richmond, New Orleans, Cincinnati, Chicago, St. Louis, and San Francisco. The former appellate power of the circuit courts was abolished, and in numerous cases appeals may be taken direct from the district courts and circuit courts to the Supreme Court. These cases, in general, involve matters of public importance, such as questions of jurisdiction, or of the construction of the constitution of the United States or of treaties. In all other cases appeals lie

to the circuit court of appeal, and in certain specified matters the decision of that court is final. Thus it is final whenever the jurisdiction of the federal court depends on the citizenship of the parties. In other cases than those thus specified an appeal lies to the Supreme Court when the sum in controversy exceeds one thousand dollars. To a certain extent, therefore, the right of appealing to the Supreme Court is enlarged, the limit of value being lowered from five thousand to one thousand dollars. It is enlarged, too, in criminal matters, and the additional cases which may thus come before it cannot well be estimated. But an analysis quoted by Mr. BUDD of the appeals which formerly went to the Supreme Court shows that nearly half will now be stopped at the circuit courts of appeal, and upon the whole the resulting relief to the Supreme Court is likely to be very considerable.

SOLICITOR MORTGAGEE'S COSTS.

THE recent decisions that a solicitor mortgagee is not entitled to charge profit costs naturally raise the question whether he can gain the right to do so by special agreement. In answer to the inquiry of a correspondent, we suggested some weeks ago (*ante*, p. 62) that a decision adverse to any such right had been given by KAY, L.J. (then KAY, J.), in *Field v. Hopkins* (44 Ch. D. 524), but exception was taken to this by another correspondent (*ante*, p. 98), on the ground that the judgment of KAY, J., like the judgments in the Court of Appeal, was based solely on the construction of the covenant which came before the court in that case. It may be worth while, therefore, to examine the matter more carefully, and ascertain whether the clause providing for the payment of profit costs which is now usually inserted is likely to stand the test of judicial scrutiny.

In *Field v. Hopkins* the mortgagees were an auctioneer, LEEDER, and a solicitor, FIELD, who, at the request of the mortgagors, had taken a transfer of two existing mortgages, and had agreed to make a further advance. The new mortgage deed, which was dated in September, 1885, recited this arrangement, and also the further stipulation that the mortgagees "should be entitled to make the same charges, and to receive the same remuneration respectively, for all business done by them respectively in or about these presents as they would have been entitled to make and receive if they had not been mortgagees." There was no covenant expressly embodying this recital, but the ordinary covenant for repayment, after specifying the sums advanced, went on to bind the mortgagors to repay to the mortgagees "every other sum which may hereafter be advanced or paid to the mortgagees, or either of them, to or become owing to them or him by the mortgagors, or either of them." And the mortgagors charged the mortgaged premises with the payment of the sums actually advanced, and of "any other sum which may hereafter be advanced or paid or become owing as aforesaid."

Prior to the mortgage the mortgaged premises were valued by LEEDER, acting upon FIELD's instructions, and FIELD paid him a fee of £5 5s. Subsequently to the mortgage FIELD acted as solicitor for one of the mortgagors in an application under the Settled Land Act, 1882, and his bill of costs came to £13 6s. 1d. He also had a bill of costs for £17 3s. 5d. against the other mortgagor in respect of matters subsequent to, and unconnected with, the mortgage. The mortgagees, in 1888, commenced proceedings for foreclosure, and, under the usual order for accounts, they carried in their accounts, including the above three items. These items were disallowed by the chief clerk, and it was the correctness of his decision which was in question before KAY, J., and in the Court of Appeal.

It is at once clear that the two larger amounts of £13 6s. 1d. and £17 3s. 5d. must be treated separately from the charge of £5 5s., and the judgment of KAY, J., distinctly recognizes this. They related to matters unconnected with the mortgage, and, if the mortgagors had chosen to extend the mortgage so as to make it cover these future costs, there was, as KAY, J., pointed out, no reason, since the Attorneys and Solicitors Act, 1870 (33 & 34 Vict. c. 28), s. 16, why they should not do so. The only question, therefore, was, whether any agreement to this effect had been in fact made; and the first part of Mr. Justice KAY's

judgment was devoted to ascertaining this. If at all, the future costs were included in the covenant for payment of other sums which should be advanced by, or become owing to, the mortgagees, but he held that this was too indefinite to include future costs, and he preferred to read it as aimed merely at future advances, and at the profit costs referred to in the recital. But this part of the judgment, from which our later correspondent quotes, does not profess to touch the validity of a covenant in respect of such costs.

This matter is dealt with in the second part of the judgment, when KAY, J., comes to deal with the auctioneer's fee of £5 5s. After remarking that the charge was not one which an auctioneer mortgagee could make in the absence of contract, he put clearly the question with which we are now concerned, "Can a mortgagee contract for payment to himself of a profit-payment to which, but for such a contract, he would not be entitled?" If so, the learned judge seems to have thought that the recital, followed by the covenant, would have amounted to such a contract. But he was clear that the contract was void; and he put this expressly on the ground stated in *Jennings v. Ward* (2 Vern. 520), and quoted by himself in *James v. Kerr* (40 Ch. D. 459), that "a man shall not have interest for his money, and a collateral advantage besides for the loan of it, or clog the redemption with any by-agreement." And after referring to *Broad v. Selfe* (11 W. R. 1036), where Lord ROMILLY disallowed a commission for which the mortgagee had bargained, he continued:—"Accordingly, the five guineas taken by the auctioneer mortgagee, which he could not possibly have claimed without a special contract, could not be the subject of a valid contract. According to the mortgage law recognized in this country, a mortgagee cannot make such a contract; he cannot contract to get anything from the estate beyond his principal, interest, and costs; therefore profit-charges which he is not entitled to be paid stand on the same footing as commission, which he clearly cannot charge." It appears, then, that KAY, J., disallowed the five guineas expressly on the ground that an agreement enabling the mortgagee to charge profit costs was invalid, as constituting a clog on the equity of redemption.

In the Court of Appeal this decision was affirmed, but the judgments delivered there do not throw any light upon the point under consideration. All the Lords Justices (COTTON, LINDLEY, and LOPES, L.J.J.) seem to have been of opinion that the covenant could not be construed so as to include the auctioneer's fee, and hence it was unnecessary to discuss the correctness of Mr. Justice KAY's reasoning. COTTON, L.J., referred to the possibility that there might in some cases be a bargain between a mortgagor and a mortgagee that certain extra expenses should be within the mortgage security. "But here," he said, "there was no such bargain at all." So LINDLEY, L.J., after stating his opinion as to the construction of the covenant, said: "This view of the construction gets rid both of the claim to the bills of costs and to the claim for the auctioneer's fee." Had a different opinion prevailed, and had it been thought that there was an agreement to allow the mortgagees to charge profit costs, it would have been necessary to go further, and to decide on the validity of such an agreement. In the result, then, it appears that while KAY, J., decided against its validity, the Court of Appeal expressed no opinion on the matter.

It remains to consider whether the view taken by KAY, J., is correct, and whether an agreement in a mortgage deed that a solicitor mortgagee shall be at liberty to charge profit costs against the mortgagor does really come within the rule that the mortgagee is not to get any collateral advantage out of his mortgage, or to clog the equity of redemption with any by-agreement. Of course it is clear that he cannot make any stipulation which will deprive the mortgagor altogether of his right to redeem, and perhaps the recent decision of the House of Lords in *Salt v. Marquis of Northampton* (40 W. R. 529; 1892, A. C. 1) does no more than affirm the rule "once a mortgage, always a mortgage." Hence it may still be possible to argue that an agreement of the kind now in question is not within the mischief intended to be restrained by the rule in *Jennings v. Ward*.

Formerly it was quite settled that a mortgagee was not at liberty to stipulate for payment for any personal service he might render in connection with the mortgaged property. "It

has long been determined here," said Lord ELDON, C., in *Chambers v. Goldwin* (9 Ves., at p. 272), "that though a mortgagee may stipulate for a receiver, to be paid by the mortgagor, and may appoint a bailiff, &c., he cannot himself stipulate for any advantage beyond the interest; and though it seems to make little difference to the mortgagor who is receiver, yet the court considers it as tending to usury and oppression, and a collateral advantage, which a man contracting for a loan of money shall not make." The rule being thus in part founded on the repugnance of the court to usury, it was to a certain extent affected by the repeal of the usury laws, but it was held by ROMILLY, M.R., in *Broad v. Selfe* (*supra*) that this had not abrogated it, and that, although the rule in its origin probably had reference to the usury laws, yet it was really founded upon the principle that the court would not permit a person, under colour of a mortgage, to obtain a collateral advantage not belonging or appurtenant to the contract of mortgage.

In *Barrett v. Hartley* (14 W. R. 684, L. R. 2 Eq., at p. 795) STUART, V.C., also referred to the repeal of the usury laws as affecting the rule now in question, and he pointed out that the effect had been to bring into greater prominence the jurisdiction of the court to interfere whenever it was sought to enforce an oppressive bargain. This would seem to imply that the court will only interfere to prevent a mortgagee from obtaining an advantage additional to his interest when the stipulation which gives it him is in fact oppressive, and clearly this would not apply to a stipulation for payment of profit costs. It cannot be a hardship on the mortgagor that he should have to pay to the solicitor mortgagee directly the costs which he will, as a matter of course, have to pay if the mortgagee employs another solicitor. And it is to be noticed that in *Eyre v. Hughes* (24 W. R. 597, 2 Ch. D., at p. 162), BACON, V.C., seems to have thought that it was possible for a mortgagor to agree to pay a mortgagee for his personal services, provided he understood the protection which the law gave him and was willing to relinquish it.

But while it may be argued that the rule against allowing the mortgagee to stipulate for a collateral advantage is now founded upon the jurisdiction of the court to set aside oppressive bargains, and that it is, therefore, open to the court to inquire whether any particular bargain is, in fact, oppressive, yet it does not seem clear that the court would deem itself at liberty to take so reasonable a course. Possibly the rule might be considered to be an absolute one, quite irrespective of the grounds on which it was originally founded, and as to the argument that the costs will in any event have to be borne by the mortgagor it may be said that this is met by Lord ELDON's observation in *Goldwin v. Chambers* (*supra*). It makes no difference to the mortgagor to whom he pays the costs, and the bargain is not now unlawful as tending to usury, nor can it be characterized as oppressive, but it gives the mortgagee a collateral advantage "which a man contracting for a loan of money shall not make." Of course this is entirely opposed to present ideas of public policy, which are all in favour of freedom of contract, and the rule is an absurd one on the face of it. But, in the present condition of the decisions, it seems to be desirable that the attention of solicitor mortgagees should be drawn to the doubt which exists as to the validity of the usual clause. We shall rejoice if the doubt should be hereafter removed by a decision of the Court of Appeal.

PAYMENT BY A BANKRUPT ON ACCOUNT OF COSTS.

It is sometimes a matter of importance for a solicitor to know whether he can safely receive payment from a client in embarrassed circumstances for services to be rendered in arranging his affairs or opposing bankruptcy proceedings, and the recent case of *Re Pollitt* (41 W. R. 89) calls attention to the rule laid down in *Re Sinclair* (15 Q. B. D. 616) and the limitations imposed upon it in *Re Spackman* (38 W. R. 368).

In *Re Sinclair* the question arose with respect to a payment made by the debtor for the costs of opposing a bankruptcy petition, and it was held that this payment was good. On the

9th of March, 1885, SINCLAIR was served with the petition, and on the following day an *interim* receiving order was made. SINCLAIR thereupon consulted his solicitor, and it was resolved to oppose the petition and to apply at once to have the receiving order set aside, but under the circumstances the solicitor required the payment of a sum of £25 on account of costs and counsel's fees, and this was paid by SINCLAIR out of money which his friends had given him to help him out of his difficulties. In the result the motion to set aside the receiving order failed, and on the hearing of the bankruptcy petition SINCLAIR was adjudicated bankrupt on the acts of bankruptcy alleged therein. Thereupon the trustee in the bankruptcy applied for an order that the solicitor should be directed to pay to him the sum of £25 as having been received from the bankrupt with full knowledge of the acts of bankruptcy.

From one passage in the judgment it might be inferred that the solicitor, under such circumstances, would be entitled to retain so much of the money paid as was required to remunerate him for services actually rendered. "No case has been referred to," said CAVE, J., "where the court has interfered to make a solicitor refund money paid to him for services rendered, and if an order were to be made on such an application as this it would be a great injustice." But, in point of fact, the decision was based, not on the ground that the solicitor was entitled to retain the money as remuneration for his services, regardless of their nature, but because it was a matter of necessity for the bankrupt to have suitable legal assistance in opposing the bankruptcy proceedings. "It is right," continued CAVE, J., "that a man should have legal advice and assistance against a bankruptcy petition, but if a solicitor has to refund money paid to him for such a purpose, a man would be left defenceless, because nobody would act for him." And he instanced the case of a bankrupt obtaining and paying for a necessary of life, such as a loaf of bread. Although the baker knew that his customer had committed an act of bankruptcy the trustee could not recover the money paid to him.

The two important circumstances in this case, therefore, were that the payment was made in cash, and that the services rendered for it were rendered in opposing the bankruptcy proceedings, and the later decisions shew that each of these facts must be present for the payment to be privileged. The absence of both occasioned a result adverse to the solicitor in *Re Spackman* (*supra*); the absence of the latter had a similar effect in *Re Pollitt* (*supra*). In *Re Spackman* there was no actual payment of money, but the debtor, by a letter dated the 9th of November, 1886, authorized his solicitors to sell certain goods, and he charged the proceeds with the costs which he was then incurring with them. On the 24th of December a receiving order was made against him in respect of an act of bankruptcy committed on the 3rd of December, but the county court judge held that there had been an act of bankruptcy on the 22nd of November, and he only allowed the costs of the solicitors up to that date. The Divisional Court (CAVE and A. L. SMITH, JJ.) took the same view. The services which the solicitors had rendered consisted, not in actually opposing the bankruptcy proceedings, but in negotiating with the creditors with the object of avoiding them, and it was held that there was no necessity for such services within the rule laid down in *Re Spackman*. But, further, there had been no actual payment to the solicitors, but simply a charge upon property which, as soon as they had notice of an act of bankruptcy, they knew belonged to the trustee. "A man," said CAVE, J., "who takes a charge under those circumstances knows very well the money is the money of the trustee, and that the party charging has no right to do so. A man who comes with ready money offers something which, although *prima facie* it is the property of the trustee, may not be so, because the debtor may have had presents of money for the purpose of obtaining someone to defend him, or to provide himself with the necessities of life." Perhaps this is not altogether satisfactory. A payment in cash is really allowed, not because the money may not strictly be the property of the trustee, but because it is given for the purchase of a necessary service, and it seems to make no difference in principle whether such service is paid for in cash or by a charge on property. In the Court of Appeal (38 W. R. 497) it was held that there was in fact no act of bankruptcy till the 3rd of

December, and as, before that date, the solicitors had received the proceeds of sale on which their costs were charged, the question argued in the court below did not require to be decided. Lord ESHER, M.R., however, took occasion to remark that the court would not be inclined to extend the principle laid down in *Re Sinclair* (*supra*).

In the recent case of *Re Pollitt* (*supra*) there had been a cash payment to the solicitor, and therefore one of the difficulties which arose in *Re Spackman* did not present itself. A debtor, being in embarrassed circumstances, consulted his solicitor as to his position. The solicitor, to whom a sum of £40 was already due, declined to act on credit, and the debtor made a payment of £15 to secure his services. Shortly afterwards the debtor committed an act of bankruptcy by executing a deed of assignment in favour of his creditors. At that time the solicitor had rendered services for which his charge was £2 16s. 8d. After the act of bankruptcy he continued to act with a view to arranging with the creditors, and ultimately his bill of costs exceeded £15. Nevertheless, he was only allowed to retain the £2 16s. 8d., and this upon the ground relied on in *Re Spackman*, that his services were not a necessity to the bankrupt. The decision in *Re Sinclair*, said VAUGHAN WILLIAMS, J., with whose judgment WRIGHT, J., agreed, "is that where proceedings are being taken against a man to make him a bankrupt, there is a legal necessity—if I may use that term—which compels the courts to say that the sum of money spent to defend himself and to try to avoid an adjudication in bankruptcy must be allowed to be retained by the solicitor."

It appears, therefore, that a solicitor can only retain money paid to him with notice of an act of bankruptcy if it represents his costs in opposing actual proceedings in bankruptcy, and that if, for such services, he receives no payment in cash, but only takes a charge, this does not entitle him to payment out of the property charged.

REVIEWS.

STATUTE LAW.

A TREATISE ON THE CONSTRUCTION AND EFFECT OF STATUTE LAW. By HENRY HARDCASTLE, Barrister-at-Law. SECOND EDITION. By WILLIAM FEILDEN CRAIES, M.A., Barrister-at-Law. Stevens & Haynes.

The first edition of this book afforded a clear, and in general accurate, statement of the rules for the interpretation of statutes, and an explanation of their effect and operation. The present edition has been largely added to by the editor, who has rightly considered that the work ought to possess the further quality of completeness. He has accordingly incorporated the mass of decisions since 1879 with reference to statutes, and the legislation affecting the subject. Of course the Interpretation Act, 1889, forms the most important feature of the legislative changes. The leading definitions contained in this Act are discussed and explained at pp. 175-179; the rest of them being given in the very useful appendix of words and expressions used in statutes which have been "judicially or statutorily explained."

So far as we have been able to test the book the editor would appear to have done his work carefully and skilfully. The work is full of curious and interesting matter. Thus, with reference to the value of dictionaries as guides to the construction of statutory terms, it is said (p. 173) that "ordinary dictionaries are somewhat delusive guides"—reference being made to *Midland Railway Co. v. Robinson* (15 App. Cas., at p. 34), where Lord Herschell cited Dr. Johnson as defining a quarry as a "stone mine," but Lord Macnaghten expressed an opinion that on such a point the opinions of judges were a safer guide than any definitions or illustrations to be found in dictionaries. The editor points out, very justly, that there is not at present any complete English dictionary, such as that of Grimm in German or Littré in French, which affords an adequate amount of apt illustration for the accurate ascertainment of the meaning of an ambiguous word, and the statutory context is probably a far better guide than any lexicon.

On the question of the construction of statutes in accordance with public policy, there are some observations at p. 196 which may be respectfully commended to the attention of Court of Appeal No. 2, who have on some recent occasions exhibited a tendency, as Burroughs, J., put it, to "get astride" of this "restive horse." The admirable observation of CAVE, J., in *Re Mirams* (1891, 1 Q. B. 594), that "judges are more to be trusted as interpreters of the law than as expounders of what is called public policy," is cited by the editor,

and he concludes that "public policy appears . . . not to be of any appreciable value in the construction of a statute."

Since the last edition, again, the rule as to mistakes in a statute has been laid down by Grove, J., in *Richards v. McBride* (8 Q. B. D. 119), where that learned judge said that "we cannot assume a mistake in an Act of Parliament. If we did so we should render many Acts uncertain by putting different constructions on them according to our individual conjectures. The draftsman of the Act may have made a mistake. If so, the remedy is for the Legislature to amend it." Hardly a session passes but we have to call attention to the blunders of the draftsmen of Bills, or of the amenders of Bills during their passage through Parliament: perhaps when it is fully understood by them that a new Act is necessary for the amendment of the most obvious and absurd error, more care may be exercised. It appears, however, that where the main object and intention of a statute are clear, it must not be reduced to a nullity by the draftsman's unskilfulness or ignorance of law, "except in the case of necessity or the absolute intractability of the language used" (*Salmon v. Duncombe*, 11 App. Cas. 627, 634).

There are various minor improvements made in the present edition. The dates of all the cases cited are given, and references to all the series of reports are contained in the table of cases. And a new appendix of popular or short titles to the statutes has been added. This is a great deal fuller than the list comprised in the Short Titles Act, 1892. We miss, however, from the list the "Conveyancing Acts," and we hardly think that 54 & 55 Vict. c. 73 is generally described as "Cozens-Hardy's Act."

WINDING-UP PRACTICE.

THE ANNUAL (WINDING-UP) PRACTICE, 1893. BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE PRACTICE AS TO THE WINDING UP OF COMPANIES UNDER THE COMPANIES (WINDING-UP) ACT, 1890. By Mr. Registrar EMDEN and THOMAS SNOW, M.A. William Clowes & Sons (Limited).

This book forms a very complete guide to the practice in winding up, though the quantity of matter and the numerous notes and references which it contains shew how complicated that practice is becoming. The text of the principal statute, the Companies (Winding-up) Act, 1890, has been carefully annotated, but the contractions which have been introduced have sometimes a rather odd effect. Thus on page 43 we find several sentences which might not inaptly serve for missing letter competitions. The following is a specimen:—"Where no C. of L. functions of, devolving on B. of T. may be exercised by O. R., R. (90) 169." In printing the rules made under the Act of 1890 the editors have had to deal with the rules of 1890, of 1891, and of the 6th of April and 10th of August, 1892. They have adopted the method of intermingling the later sets with the rules of 1890, distinguishing them from the principal rules by different type or otherwise. Possibly this may be found more convenient in practice, though we incline to think that it tends to clearness to keep the rules distinct, and to give the reader such help as he requires by means of cross references and indices. After the rules comes an appendix of forms in winding up, and then the statutes and rules relating to the practice under the Companies Act, 1862. The book is completed by a full index and tables of cases, statutes, and rules, and it contains also, prefixed to the rules, a table of their contents. It is intended, says the preface, "to be a handy companion to the practitioner, enabling him to find his way with some degree of ease amidst the new orders, forms, notices, and rules." Or, as we may say, it is a perilous journey to the end of the winding up, but with this book in his hand the traveller may possibly even attain thereto.

REAL PROPERTY.

PRINCIPLES OF THE LAW OF REAL PROPERTY. INTENDED AS A FIRST BOOK FOR THE USE OF STUDENTS IN CONVEYANCING. By the late JOSHUA WILLIAMS, Q.C. SEVENTEENTH EDITION. Rearranged and partly rewritten by his son, T. CYPRIAN WILLIAMS, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

It may possibly be the result of old associations, but, to our thinking, although many admirable more or less elementary treatises on real property have appeared in recent years, none has for its special object excelled the late Mr. Joshua Williams' book. He knew so well how to hit the happy mean between elaborate detail and bare statement of principle; he was so habitually accurate and concise in expression, and so clear and masterly in the enunciation of principle, that no student who thoroughly digested his book could fail to obtain a very solid groundwork of knowledge of real property law. No doubt, in the editions of the work which have been issued since his death, the original text had been necessarily so much altered and added to as in many parts to leave little of the original; still we read with some apprehension the statement in the preface to the present edition that the book had been rearranged, and was to a

large extent new. We think, however, on examination, that the alterations in the arrangement of the chapters and in the position of the matter contained in them are in general improvements on the original scheme; and the new law is certainly better interwoven with the old law than was possible without a remodelling of the text. And, so far as we have observed, the law is accurately and clearly stated. The concluding words of the book cannot be too strongly commended to the student: "The student, when he proceeds to practise drafting, should never forget that a deed is not an end in itself, but is only a means for ascertaining the rights and obligations of the parties thereto. His object should be to define those rights and obligations clearly and accurately, rather than briefly and concisely. It is, of course, unnecessary that he should express what is clearly implied by law; but not the least important part of his task is to satisfy himself that the law clearly defines those rights and obligations for which he omits to provide."

BOOKS RECEIVED.

A Treatise on the Law of Copyholds and Customary Tenures of Land. Second Edition. Revised and enlarged. By CHARLES I. ELTON, Q.C., and HERBERT J. H. MACKAY, LL.B., Barrister-at-Law. Wildy & Sons.

Whose Fault? The Story of a Trial at *Nisi Prius*. By ELLIS J. DAVIS, Barrister-at-Law. Digby, Long, & Co.

Patent Law and Practice, including the Registration of Designs and Trade-marks. By A. V. NEWTON. Third Edition. Horace Cox.

The Annual County Courts Practice, 1893. Founded on Pollock & Nicol's and Heywood's Practices of the County Courts. Two vols. By His Honour Judge HEYWOOD. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Shop Hours Act, 1892. With Notes and a Form. By JAMES ROBERT VERNAM MARCHANT, Barrister-at-Law. Effingham Wilson & Co.

CORRESPONDENCE.

THE LAW CALENDAR.

[To the Editor of the Solicitors' Journal.]

Sir,—In the *Law Calendar and Directory* of the Incorporated Law Society of 1892 my name was coupled with that of Mr. W. P. Brown, of 55 and 56, Chancery-lane, W.C., as a member of the firm of "Brown & Co." of that address, and the telegraphic address ("Release, London") and telephone No. ("488") of my firm ("G. R. Browne & Co.") given to Mr. W. P. Brown's firm. Immediately the *Calendar* was published I wrote to the authorities informing them of the fact that I have no connection with Mr. W. P. Brown or his firm, nor, to my knowledge, have I ever seen that gentleman. As I have recently been put to considerable inconvenience by the absurd mistake of the compilers of the *Calendar*, I shall be glad if you will kindly insert this letter in your next issue.

G. SAUNDERS JACOBS.

3, Church-court, Ironmonger-lane, Cheapside, E.C., Jan. 5.

CASES OF THE WEEK.

Court of Appeal.

Ex parte GOLDBERG—No. 1, 11th January.

PRACTICE—APPEAL—APPLICATION TO APPEAL IN FORM *PAUPERIS*—APPLICATION TO COURT OF APPEAL—R. S. C., 1883, XVI., 23, 23, 24.

Application *ex parte* for leave to appeal in form *pauperis* from an order of Mr. Registrar Hope in bankruptcy. The question was raised whether the application was properly made to the Court of Appeal. The applicant appeared in person.

THE COURT (LORD ESHER, M.R., and BOWEN and A. L. SMITH, L.JJ.) granted the application.

LORD ESHER, M.R., said that they had now to decide definitely whether an application of this nature was properly made to this court. The applicant did not appear in form *pauperis* before the registrar, but he now desired to appeal to this court in form *pauperis*. The question would be the same in an appeal from any court to this court. His lordship had at first some doubt whether that application ought to be made to this court, or whether the application ought not to be made at chambers or elsewhere. But he came to the conclusion that, as regards proceedings in an appeal, this court must have inherent jurisdiction in a matter relating exclusively to a proceeding in this court and in this court alone. It seemed to him that this court had inherent jurisdiction to deal with that matter, and no other court had. The case of *Kiff v. Roberts* (35 W. R. 176, 33 Ch. D. 265) was an authority for this court dealing with the matter, because the order shewed that this court in that case dealt with it. This court, therefore,

had jurisdiction to deal with this application. The application was properly made *ex parte*, and the court would, by analogy to the proceedings in the Chancery and Queen's Bench Divisions, adopt the provisions of ord. 16, rr. 22, 23, 24, and would require an applicant to comply with those provisions. The applicant here had complied with those provisions, and the application would be granted. Whether this order could be subsequently challenged, on the ground that the materials upon which the order was granted were irregular or on some other ground, was another question which did not now arise.

BOWEN and A. L. SMITH, L.JJ., concurred.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

LANNER v. THE PALACE THEATRE (LIM.), ISABELLA ECOCIARIUS AND MARIE ARMSTRONG—Chitty, J., 12th January.

CONTRACT—NEGATIVE STIPULATION—INJUNCTION.

This was a motion by the plaintiff, Mme. Katti Lanner, for an *interim* injunction restraining the defendant theatre company from inducing or allowing E. to perform as a stage dancer or otherwise at the Palace Theatre or elsewhere without the written permission of the plaintiff, in breach of an indenture of the 19th of July, 1890, and also for a similar injunction in the case of A., A.'s performance being alleged to be in breach of an agreement between the plaintiff and A. made the 1st of September, 1892, and also for injunctions restraining E. and A. from dancing at the theatre or elsewhere without such permission. On the 19th of July, 1890, E. was twenty-two years of age, but the agreement was in form an indenture of apprenticeship, by which E. apprenticed herself to the plaintiff for six years. The agreement contained a covenant by the plaintiff to properly instruct E. in the higher branches of the choreographic art, and provided that the plaintiff should be entitled to retain one-third of the gross amount received from all the choregraphic engagements of E. during the term, and should negotiate all engagements for E. during the term, and that E. should not during the term enter the service of or perform for any other person without the plaintiff's permission in writing. The agreement imposed penalties on the apprentice of liquidated damages for breach of the covenants, and also penalties on the plaintiff if, in the event of an assignment of her business, the apprentice should not obtain a continuance of the advantages of the apprenticeship. By her agreement A. agreed with the plaintiff to the best of her skill and ability to rehearse and perform as a ballet dancer for six weeks certain, and the run of the 1892-3 pantomime under the direction of the plaintiff at any theatre in London in consideration of a weekly salary; and the agreement contained a stipulation by A. during its subsistence not to perform for or under the direction of any person other than the plaintiff. The plaintiff was under no express obligation to find any engagement for either E. or A. It was alleged by the plaintiff that E. and A. had entered into engagements with the defendant company without her consent, although she had provided them with suitable engagements for the present Christmas pantomimes at theatres of high repute, and it was not denied by E. and A. that they had in fact entered into such engagements. It was contended on their behalf that this was not a case where equity would interfere, and it was urged, first, that the court never had granted an injunction to restrain breach of a negative stipulation like those in the above agreements—i.e., not to serve anyone except nominees of the covenantee; second, that the court would not grant an injunction to enforce a negative covenant to serve a particular covenantee unless the covenantor had some special qualifications which could not be dispensed with or replaced—e.g., those of a *prima donna*, as in *Lumley v. Wagner* (1 De G. M. & G. 604); third, that the bargain between the parties was one of those hard bargains which the court, in the exercise of its discretion, would decline to enforce. The cases of *Tipping v. Eckersley* (2 K. & J. 264), *Kimberley v. Jennings* (6 Sim. 340, at p. 352), *Montague v. Flockton* (L. R. 16 Eq. 189, 21 W. R. Dig. 114), *De Francesco v. Barnum* (38 W. R. 187, 43 Ch. D. 185, 45 Ch. D. 430), were also referred to in the course of the argument. The plaintiff was stated to be willing not to enforce any injunction and to be satisfied to take a simple declaration as to her rights.

CHITTY, J., said that A.'s case was distinct from that of E. The general rule was that injunctions were granted to enforce negative stipulations subject to the discretion of the court as to what was reasonable. The real point was whether the agreement between the plaintiff and A. was a lawful one or not. The evidence showed that the plaintiff's introduction was of value to dancers, until, of course they became well known and had gained a reputation of their own. A., being desirous of obtaining an engagement, went to the plaintiff and entered into the agreement in question. It was urged that there was no stipulation on the part of the plaintiff to provide employment, but there was an obligation, in his opinion, on the plaintiff's part to pay at least six weeks' salary. As to the agreement being a contract of slavery, and the defendant being left without choice, he would say at once that, if the defendant had been sent to a theatre to which it was improper or unreasonable that she should go, there would have been an end of the plaintiff's case. But the real case was that the defendant saw an opportunity of earning a better salary. The defendant's contention that she did not understand the agreement was not to be listened to. The decision in *Lumley v. Wagner* really went on the ground that if people, *qui juris*, and of sound mind, made their own bargains, they must be answerable for their bargains, unless the cases were too trumpery for the court to consider. It was obvious that managers of theatres might be put to great difficulties by the sudden and simultaneous abstention of several persons, none of

whom were actually indispensable. His lordship held as against A. that the plaintiff was entitled to an injunction, but that, as the plaintiff at the bar waived her right in this respect, the order would be that costs would be costs in the action. In E.'s case also the plaintiff was entitled to an injunction. His lordship said that there was no objection to a person of age agreeing to become an apprentice. It was suggested that the term of six years for which the apprentice was bound was unreasonable, with the result that the agreement was void in law as being in restraint of trade, but his lordship could see no sufficient ground for that view, nor did one-third of the apprentice's earnings as a dancer seem to his lordship an unfair remuneration for the trouble of teaching. Then the nature of the master's remuneration made it his interest to provide the pupil with engagements, and the nature of the engagement provided was a thing in which both master and pupil had an interest. His lordship referred to the observations of Lord St. Leonards, C., in *Lumley v. Wagner* (1 De G. M. & G., at p. 619) for the true rule in the administration of the equity claimed, and said that he could find no solid ground to justify him in departing from the general rule with regard to the enforcement of negative stipulations in a contract.—COUNSEL, *Byrne, Q.C., and Kitchin; Lovett, Q.C., and E. Ford. SOLICITORS, Brandon & Nicholson; Belfus & Belfus.*

[Reported by J. F. WALEY, Barrister-at-Law.]

DAY v. LONGHURST—Stirling, J., 12th January.

BILL OF EXCHANGE—INJUNCTION TO RESTRAIN NEGOTIATION—BEARER—HOLDER—DELIVERY WITHOUT INDORSEMENT—SUBSEQUENT INDORSEMENT—CONTEMPT OF COURT—SOLICITOR—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. C. 61), ss. 2, 31, SUB-SECTIONS 1, 4.

This was a motion to commit the defendant in the action and Young, his solicitor, for contempt of court under the following circumstances:—On the 1st of July, 1892, an order was made restraining the defendant over the 8th of July from "negotiating, pledging, or disposing of" certain bills of exchange. This *interim* order was from time to time continued down to the 22nd of November, 1892. Previously to the commencement of the action the bills in question (which were payable to the defendant's order) had been deposited by him with Young by way of security for a debt, but had not been indorsed; and they had ever since continued in Young's possession. On the 5th of October, 1892, while the *interim* order was in force, the defendant, at the request of Young, indorsed one of them, and the motion to commit was thereupon made. It was contended, on behalf of the applicant, that the bill had been negotiated by the defendant, and that Young, as an officer of the court, had been guilty of breach of duty and of gross contempt in acting as he had done (*Ex parte Hayward, Re Plant*, 25 SOLICITORS' JOURNAL, 696, 90 W. R. Dig. 49); while, on behalf of the respondents, reliance was placed on sub-section 4 of section 31 of the Bills of Exchange Act, 1882, and it was contended that the negotiation was complete when the bill was delivered, and that Young had immediately thereupon a right to compel the defendant to indorse the bill.

STIRLING, J., after referring to the definitions of "bearer" and "holder" in the Bills of Exchange Act, 1882, s. 2, said that previously to the 5th of October, 1892, Young was neither "bearer" nor "holder" of the bill in question. The former term applied only to the person in possession of a bill or note payable to bearer, which the bill in the present case was not; and the latter to a payee or indorsee of a bill or note, which Young was not. Up to the 5th of October, 1892, the bill had not been transferred to Young so as to constitute him the holder of the bill, for he was not "payee or indorsee," and therefore the bill was not up to that date "negotiated." On that date the bill in the possession of Young was indorsed by the defendant, and Young, who up to that time had been merely the transferee of the bill, became for the first time the "holder" of it within the meaning of the Act, and the bill was for the first time "negotiated" within the meaning of sub-section 1 of section 31. The defendant, therefore, by his act converted Young from a mere transferee into a holder of the bill, and negotiated the bill contrary to the *interim* order. No doubt sub-section 4 of section 31 shewed that Young had, prior to the 5th of October, 1892, the right to have the indorsement of the defendant, and, consequently, to sue the defendant if he refused to indorse the bill. That, however, did not justify the defendant in violating the order of the court, and if proceedings had been taken or threatened by Young the defendant ought to have applied, either that the injunction might be removed so as to enable him to give effect to Young's right, or else to have Young made a party to the action. The latter alternative the defendant actually declined in the course of the hearing of the motion. His lordship did not, however, regard the case as one of serious contempt, and he thought justice would be met if he ordered the defendant to pay the costs of the applicant, and leave Young to bear his own costs.—COUNSEL, *Hastings, Q.C., and Swinfen Rudy; Buckley, Q.C., and Lewis Edmonds. SOLICITORS, Satchell & Chapple; Osburn & Young.*

[Reported by W. A. G. WOONS, Barrister-at-Law.]

Winding-up Cases.

Re SHERINGHAM DEVELOPMENT CO. (LIM.)—Vaughan Williams, J., 11th January.

COMPANY—WINDING UP—TWO PETITIONS—PRESENTATION—PRIORITY—COSTS.

In this case a petition was presented by a creditor to wind up compul-

sorily the above-mentioned company. Subsequently a second petition was presented. The petitioner on the second petition said that, in fact, he did not know of the first petition, but the court held that it must be assumed that the petitioner on the second petition had notice of the first petition on the presentation of his own petition. The question then arose what costs the petitioner on the second petition was entitled to.

VAUGHAN WILLIAMS, J., made an order for the compulsory winding up on the first petition, and on the authority of *Re Building Societies Trust, Limited* (38 W. R. 458, 41 Ch. D. 140), gave the second petitioner his share in the costs of creditors supporting a winding-up order, and the costs of his own petition up to the date of presentation, when he first had notice of the first petition having been presented.—COUNSEL, Boone; Stewart Smith; R. B. Turton; F. Jones. SOLICITORS, W. H. Nicholls; Leggatt & Rubinstein; Young, Jones, & Co.; Cook, Cromer.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

Re THE REVIEW PUBLISHING CO. (LIM.).—Vaughan Williams, J., 11th January.

COMPANY—WINDING UP—AFFIDAVIT IN SUPPORT OF PETITION—COMPANIES (WINDING-UP) RULES, 1890, R. 36.

This was a petition for the compulsory winding up of the above-named company presented by another company which was in liquidation. The affidavit in support of the petition was made by the manager of the receiver, who was also one of the liquidators, of the petitioning company. The question was whether the affidavit was sufficient within rule 36 of the Companies (Winding-up) Rules, 1890, which provides that "every petition for the winding up of any company by the court, or subject to the supervision of the court, shall be verified by an affidavit referring thereto. Such affidavit shall be made by the petitioner, or by one of the petitioners, if more than one, or, in case the petition is presented by a company, by some director, secretary, or other principal officer thereof, and shall be sworn after and filed within four days after the petition is presented, and such affidavit shall be sufficient *prima facie* evidence of the statements in the petition."

VAUGHAN WILLIAMS, J., considered that the affidavit was sufficient, and made the order.—COUNSEL, A. J. Chitty. SOLICITORS, Linklaters.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Railway and Canal Commission.

WILLESDEN AND HENDON LOCAL BOARDS AND MIDLAND RAILWAY CO.—21st December.

RAILWAY COMPANY—FURTHER FACILITIES—LINE NOT BELONGING TO THE COMPANY—RUNNING POWERS—PARTIES—JURISDICTION—RAILWAY AND CANAL TRAFFIC ACTS, 1854 AND 1888 (17 & 18 VICT. C. 31; 51 & 52 VICT. C. 25).

This was an application for an order directed to the Midland Railway Co. requiring them to resume a service of passenger trains by a certain route between the junction with their main line, near Child's Hill, and the South Kensington Station of the Metropolitan District Railway. The company objected that the lines upon the proposed route were the property of other railway companies besides themselves, and that such other companies ought to have been made defendants, the Midland Railway Co. not having the sole control of the lines. They also stated that they had tried the proposed service of trains for four years, and had abandoned it because it did not pay the cost of working. It appeared that part of the line in question belonged to the South-Western Co., the Midland Co. having running powers over it under an agreement terminable in certain events by the South-Western Co.; part belonged to the Metropolitan District Co., the running powers of the Midland Co. resting upon an agreement confirmed by Act of Parliament, but giving the District Co. some control over the traffic of the Midland Co. It was contended on behalf of the Midland Co. that these running powers did not amount to a "working" of the railway, and that the jurisdiction of the court was limited to cases within section 2 of the Railway and Canal Traffic Act, 1854, that section only referring to railways "belonging to or worked by" the companies. *The Queen v. The Midland Railway Co.* (19 Q. B. D. 540), *Caledonian Railway Co. v. Greenock and Wemyss Bay Railway Co.* (L. R. 2 H. L. Sc. 347), *Great Western Railway Co. v. Halesowen Railway Co.* (52 L. J. Q. B. 473), *The Great Western Railway Co. v. Waterford and Limerick Railway Co.* (17 Ch. D. 493), and *The Sreemoks, Maidstone, and Tunbridge Railway Co. v. London, Chatham, and Dover Railway Co.* (11 Ch. D. 625) were cited. For the applicants it was argued that, the running powers of the Midland Co. being sanctioned by Act of Parliament (which in this case enacted that "full effect" should be given to the agreement under which the running powers were exercised), there was a statutory obligation upon the company to put their powers into operation, and the court might order them to provide further facilities for passenger traffic; or the court might at least order them to run a proper service of trains on their own line; this would probably have the desired effect, as the company would then secure the co-operation of the other companies in completing the through service of trains.

THE COURT (WILLS, J., the Right Hon. Sir F. PEARL, and the Right Hon. Viscount COBBHAM) decided in favour of the objection raised by the company. The application was for a through service of trains from the main line of the Midland Railway to South Kensington Station, though the

applicants might be contented with something less; that was the demand placed before the court, and it was one which the court had no power to grant under their statutory powers. The Railway Acts from 1854 to 1888 distinctly confined the jurisdiction of the court in such cases to railways belonging to or worked by the companies which were brought before the court. Here the Midland Co. alone were before the court, and yet an order was asked for regulating traffic upon the lines of the South-Western and District companies without hearing what their objections might be. Such an order was absolutely beyond the control of the court. But there was a section of the Railway and Canal Traffic Act, 1888 (section 14), which provided for cases in which an order was sought to be made binding upon two or more companies, and the applicants might have proceeded under that section. The present decision did not touch the merits. When a railway company took powers to work a line both for passenger and goods traffic, and then declined to exercise their powers as to passengers, it would be difficult for them to convince the court that the running of passenger trains was not a "reasonable facility," but it might be that they could satisfy the court that the passenger service was unnecessary. The applicants might amend their application either by confining themselves to the smaller demand which they said would satisfy them, or by bringing the necessary parties to the present application before the court.—COUNSEL, Littler, Q.C., and Bartley Dennis; Sir R. E. Webster, Q.C., Cripps, Q.C., and Henry Sutton. SOLICITORS, Tilley & Son; Beale & Co.

[Reported by T. R. C. DILL, Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., Mr. W. Frank Blandy (Reading) in the chair. The other directors present were—Messrs. W. Beriah Brook, H. Holland Burne (Bath), H. Morten Cotton, John Hunter, Augustus Helder (Whitehaven), F. H. Janson, John H. Kays, F. Rowley Parker, Henry Roscoe, Sidney Smith, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £220 was distributed in grants of relief, six new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

As the result of the Hilary Honour Examination of students of the Inns of Court, held at the Middle Temple on the 19th of December and the three following days, the Council of Legal Education have awarded to W. Bowstead, Middle Temple, a studentship of 100 guineas a year, tenable for three years, and to the same gentleman a special prize of £50 for the best examination in Constitutional Law (English and Colonial) and Legal History; to George H. B. Kenrick, Middle Temple, and to Leonard Mossop and John P. H. Soper, both of Lincoln's-inn, are awarded certificates of honour; and to William G. Ambrose, Middle Temple; Desai Gokalbhai Bapuji, Lincoln's-inn; Alexander C. F. Boulton, Inner Temple; Thomas F. Dawkins, Lincoln's-inn; Hubert F. Reece, Middle Temple; Lakshmi Dass Sawhny, Inner Temple, and William H. Shawcross, Middle Temple, pass certificates.

At the Pass Examination held at the Middle Temple, on the 19th of December and two following days, the council awarded pass certificates to Shaikh Mohammed Abdul Zafar, Kitoyi Ajasa, John G. Allen, Everett G. Allport, George P. Bancroft, Charles D. Benham, Samuel R. C. Bosanquet, Henry N. G. Bushby, Francis I. Cowlishaw, Francis E. Cumming, Cyril C. Currey, Francis C. Garrick, Adam S. Hogg, Syed Khelafat Hussain, Henry D. Hussey, John H. Infield, William J. Isbister, Edward A. H. Jay, Edward S. Johnson, Charles L. Lawrence, William H. Leese, Edward F. Marson, Hartley B. N. Mothersole, William A. Mount, Robert W. H. M. Palk, Ernest V. Parodi, George H. Pollard, Charles P. Radley, Richard W. Reynolds, Harold J. H. Russell, Clement I. Salaman, John P. Slagg, the Hon. Frederick J. N. Theisger, Howell Thomas, Edward W. Wakefield, Walter R. Warren, and Harry Worthington, all of the Inner Temple;

William Addo, William F. Barrett, Edward D. Bewley, James D. Brown, Nanabhoj Nowrojee Burjorjee, William A. Casson, Richard P. Clowes, Frank H. Colam, George B. Dawson, Alfred V. Frere, Robert Hill, John W. Hills, Mahmoodul Huq, Charles S. Jackson, Robert M'Cleary, John M'Keever, Alfred V. Mason, Henry E. Nash, Charles E. Pinfold, Frederick Ray, Harold Sands, The Shway, Cuthbert Spurling, Edmund F. Tanner, John F. F. W. Ure, and Walter Wickham, all of the Middle Temple;

John P. Bate, Travers Buxton, Frank H. Collier, Harry E. A. Cotton, William R. Finch, William G. Granet, William A. Jolly, Pandit Mul Raj, Duncan A. Muntz, Francis H. Oates, Arthur H. Pollen, James J. Power, Derwent H. R. Waldron, Edward J. L. Whitaker, Arthur R. Whitecock, and Roland E. L. V. Williams, all of Lincoln's-inn; and Pirthi Nath Rozdon and Tranquebar Stretnivas, of Gray's-inn.

The following students passed a satisfactory examination in Roman Law:—

Sahibzada Aftab, George L. Calderon, Thomas R. F. Coales, Harry Collison, Herbert F. Cook, Henry R. Darley, Arthur C. Ellis, Walford D. Green, Thomas J. Harvey, Henry B. Irving, Norman W. Kemp, Henry

W. Law, Harold W. Marigold, Horace Marshall, Frank H. Mowatt, Thomas A. Organ, Herbert St. G. Peacock, Henry W. Plumtree, George E. Roberts, Oswald R. Robinson, Richard H. Russell, Francis J. T. Sharpe, Edward S. Smith, Herbert G. Stewart, William W. Tarn, Henry A. Trotter, Reginald Turner, Leonard R. Wilkinson, Charles G. G. Winter, Basil A. H. Woodd, and Charles Philip Radford Young, of the Inner Temple;

Mohamed Wahiduddin Ahmad, Charles J. Bannerman, Colin H. Brown, Charles T. Cox, Newton Crane, Secundus Petrus De Villiers, Philip B. Durnford, Martin J. Finnigan, Alfred D. Hutchinson, Malcolm R. Jardine, Henry Johnston, Asadali Khan, Antonius Francois Kock, Manechjee Rustomjee Mehta, Thomas H. Mills, Edward J. Naldrett, William Rayden, Percy W. Salter, Johannes Sauer, James M'L. Smith, Robert F. Stubbing, Harry M. Thin, Ernest A. Villa, and Shaikh Muhammad Yehya, of the Middle Temple;

Arthur F. Chilver, George F. Clucas, Henry A. Colefax, Chumilal Bhalabhai Desai, Robert Jardine, George C. Meade-King, Christopher C. Ord, Philip S. Oswald, Kumar Shri Ranjitsinhji, William G. L. Rice, and Cecil A. White, of Lincoln's-inn; and

Arthur G. J. Hall, of Gray's-inn.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

The following are extracts from the report of the committee:—
Members.—Since the last annual meeting 39 new members have been elected, 12 have resigned, 1 has died, and 25 have ceased to be members. There are therefore 447 members now on the roll, as compared with 446 at the close of last year. Of this number 44 are barristers, 282 are solicitors, 11 are bar students, and 110 are articled clerks. During the year 24 members have passed the Final Examination, and of these 5 have obtained honours.

Debates.—During the first session of the year 7 meetings of the association were held (exclusive of the annual and special meetings), the average attendance at which was 28, and the average number of speakers at debates 10. During the second session 6 meetings were held, the average attendance being 33, and the average number of speakers 11.

Board of Legal Studies.—During the past year the Law Faculty in connection with University College, Liverpool, which was foreshadowed by the president in his address at the last annual meeting, has become an accomplished fact. An excellent series of lectures has been arranged, including a course on Real Property, by Professor Jenks; a course on Torts, by A. T. Carter, Esq.; and a course on Equity, by Professor Seaton. In addition to these there are courses on Roman Law, Public Law, Constitutional History, Jurisprudence and other subjects required for the Law degrees. We are glad to be able to state that a very satisfactory start has been made. Professor Jenks had an attendance of over fifty at his real property lectures and classes. A new and most admirable lecture and debating room adjoining the Law Library has very kindly been promised by the Incorporated Law Society of Liverpool. Professor Jenks has a room adjoining this where students can call on him and obtain help and advice in their reading. We are glad to be able to report that the Technical Instruction Sub-Committee of the Liverpool Town Council have, in answer to an application by the Board of Legal Studies, recommended a grant of £50 for the purpose of popular lectures on Commercial Law. Arrangements have been made for the delivery of a course of evening lectures on the Law of Banking by Mr. James Scully. Your committee understand that proposals are under consideration for securing exemption from the university preliminary examination for any solicitors or clerks articled before the establishment of the Law Faculty who may wish to take the Law degree of Victoria University.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 10.—Mr. H. Foden Pattinson in the chair. After the usual formal business Mr. Rupert Blagden moved: "That the case of *Badische Anilin und Soda Fabrik v. Schott & Co.* (1892, 3 Ch. D., p. 447) was wrongly decided." Mr. E. A. Evans opened in the negative. Mr. Douglas followed in the affirmative, and Mr. Simon followed in the negative. Mr. T. H. Bower also spoke, and Mr. Blagden replied. The motion was carried.

LEGAL NEWS.

APPOINTMENTS.

Mr. FREDERICK ARMITAGE, solicitor, 70, Finsbury-pavement, E.C., has been appointed a Commissioner for Oaths. Mr. Armitage was admitted in 1885.

Mr. ION ATKINS, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Atkins was admitted in July, 1886, after passing the Final Examination with honours.

Mr. WM. ERNEST ALDIS, solicitor, 11, Queen Victoria-street, E.C., has been appointed a Commissioner for Oaths. Mr. Aldis was admitted in December, 1882.

Mr. GEORGE LAYCOCK BROWN, solicitor, York, has been appointed a Commissioner for Oaths. Mr. Brown was admitted in September, 1886.

Mr. ARTHUR JOSEPH CLARKE, solicitor, Great Marlow, has been appointed a Commissioner for Oaths. Mr. Clarke was admitted in January, 1888.

Mr. SIDNEY CARTER, solicitor, 1, Princess-street, Hanover-square, has

been appointed a Commissioner for Oaths. Mr. Carter was admitted in June, 1886.

Mr. JOHN EDWARD CLAY, solicitor, 126, Seymour-place, Bryanston-square, has been appointed a Commissioner for Oaths. Mr. Clay was admitted in May, 1886, after passing the Final Examination with honours.

Mr. EDWARD FRANCES DAY, solicitor, 37, Norfolk-street, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Day was admitted in August, 1885. He is assistant-examiner to the Incorporated Law Society for the Intermediate Examination.

Mr. CHARLES DAWSON, solicitor, Uckfield, Sussex, has been appointed a Commissioner for Oaths. Mr. Dawson was admitted in July, 1877.

Mr. SIDNEY WILLIAMS DOD, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Dod was admitted in June, 1886. He is a notary and a commissioner for oaths in the Chancery of Lancashire.

Mr. ARTHUR EDGELL EASTWOOD, M.A., solicitor, 3, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Eastwood was admitted in July, 1885.

Mr. JOHN FOWLER, solicitor, Uppingham, has been appointed a Commissioner for Oaths. Mr. Fowler was admitted in December, 1884.

Mr. WILLIAM STEPHEN FRANCE, solicitor, Wigan, has been appointed a Commissioner for Oaths. Mr. France was admitted in July, 1888. He is clerk to the Commissioners of Income and Land Tax.

Mr. EDWARD ERNEST GARD, solicitor, Devonport, has been appointed a Commissioner for Oaths. Mr. Gard was admitted in September, 1886. He is commissioner in the Stannaries Court and clerk to the Commissioners under the Plymouth, Devonport, and Stonehouse Carriages and Boats Act, 1877.

Mr. GEORGE CHAMBERS GRACH, solicitor, Plymouth, has been appointed a Commissioner for Oaths. Mr. Grach was admitted in April, 1885.

Mr. THOMAS HUSBAND GILL, B.A., LL.B., solicitor, Devonport, has been appointed a Commissioner for Oaths. Mr. Gill was admitted in February, 1885.

Mr. THOMAS PEARSE GANDELL, M.A. Oxon., 46, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Gandell was admitted in December, 1883.

Mr. ARTHUR GERALD HIGGS, solicitor, Woodstock, has been appointed a Commissioner for Oaths. Mr. Higgs was admitted in May, 1881.

Mr. JOHN ABEL ISLE, solicitor, York, has been appointed a Commissioner for Oaths. Mr. Isle was admitted in November, 1886.

Mr. JOHN PATRICK INGHAM, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Ingham was admitted in February, 1886.

Mr. FRANK JAMES, solicitor, Merthyr Tydfil, has been appointed a Commissioner for Oaths. Mr. James was admitted in November, 1884.

Mr. WM. THOMAS REEVE KNAPP, solicitor, 165, Seymour-place, Bryanston-square, has been appointed a Commissioner for Oaths. Mr. Knapp was admitted in September, 1883. He is a commissioner for the Gold Coast Colony.

Mr. JOHN WHITAKER LITTLEWOOD, solicitor, Wellington, Salop, has been appointed a Commissioner for Oaths. Mr. Littlewood was admitted in April, 1884.

Mr. GEORGE HILTON LEWIS, solicitor, Ilfracombe, has been appointed a Commissioner for Oaths. Mr. Lewis was admitted in December, 1887.

Mr. JAMES McDONALD, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. McDonald was admitted in July, 1881, after passing the final examination with honours. He is commissioner for the County Palatine of Lancaster.

Mr. LOUIS CHARLES MILLER, solicitor, Norwich, has been appointed a Commissioner for Oaths. Mr. Miller was admitted in November, 1886.

Mr. WM. WOODING NELSON, solicitor, Alfreton, has been appointed a Commissioner for Oaths. Mr. Nelson was admitted in March, 1886. He is clerk to the Alfreton Local Board.

Mr. ARTHUR EALIN PRIDHAM, solicitor, 8, Serjeant's-inn, Fleet-street, E.C., has been appointed a Commissioner for Oaths. Mr. Pridham was admitted in December, 1886.

Mr. JOHN OSTLER PHILPIN, solicitor, Kington, Hereford, has been appointed a Commissioner for Oaths. Mr. Philpin was admitted in December, 1892.

Mr. FREEMAN ROPER, solicitor, 3 and 4, Lime-street-square, E.C., has been appointed a Commissioner for Oaths. Mr. Roper was admitted in December, 1890.

Mr. THOMAS DAVID RUDDOCK, M.A., B.C.L. Oxon, solicitor, Huddersfield, has been appointed a Commissioner for Oaths. Mr. Ruddock was admitted in October, 1886.

Mr. JOHN WALLIS ROBERTS, solicitor, Ottery St. Mary, has been appointed a Commissioner for Oaths. Mr. Roberts was admitted in November, 1886.

Mr. WM. EDWARD ROWCLIFFE, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Rowcliffe was admitted in October, 1886.

Mr. FRANK ADOLF REHDER, solicitor, 14, Mincing-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Rehder was admitted in November, 1886.

Mr. WM. ARTHUR SHARPE, solicitor, 12, New-court, Carey-street, W.C., has been appointed a Commissioner for Oaths. Mr. Sharpe was admitted in Michaelmas, 1889.

Mr. JAMES WALTER SYKES, solicitor, Huddersfield, has been appointed a Commissioner for Oaths. Mr. Sykes was admitted in October, 1886.

Mr. FREDERIC WM. SPENCER, solicitor, Broad-street-avenue, E.C., has been appointed a Commissioner for Oaths. Mr. Spencer was admitted in July, 1886.

Mr. CHARLES HENRY SWENY, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Sweny was admitted in August, 1886.

Mr. ARTHUR HOLT THOMPSON, solicitor, Sandbach, has been appointed a Commissioner for Oaths. Mr. Thompson was admitted in October, 1884.

Mr. SAMUEL THOMPSON, solicitor, Oldham, has been appointed a Commissioner for Oaths. Mr. Thompson was admitted in November, 1884, after passing the Final Examination with honours.

Mr. GEORGE ASHBY TYACKE, solicitor, Chichester, has been appointed a Commissioner for Oaths. Mr. Tyacke was admitted in July, 1877.

Mr. ISAAC WHITSED, solicitor, Peterborough, has been appointed a Commissioner for Oaths. Mr. Whitshed was admitted in August, 1886.

Mr. HERBERT A. OLDERSHAW, solicitor, of 6, Bell-yard, Doctors'-commons, London, E.C., has been appointed a Commissioner for Oaths. He was admitted in November, 1879.

Mr. A. E. PRIDHAM, solicitor, 8, Serjeant's-inn, Fleet-street, London, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

RICHARD HENRY BARRETT and CHARLES FREDERICK DEAN, solicitors, Slough (Barrett & Dean). Dec. 31.

WILLIAM HENRY FAIRFAX BROOKS and FRANKLIN GEORGE LEFROY, solicitors, 8, Old Jewry, London (Brooks & Lefroy). Dec. 31. William Henry Fairfax Brooks will continue the practice of a solicitor at 8, Old Jewry aforesaid.

HENRY ALBERT CRESSWELL and GEORGE HARRY GIBBONS, solicitors, Tower-chambers, Moorgate-street, London (Cresswell & Gibbons). Dec. 1.

SIR THOMAS MARTINEAU, JOHN BARHAM CARSLAKE, FREDERICK SIDNEY GOODWIN, and ERNEST MARTINEAU, solicitors, Birmingham (Ryland, Martineau, & Co.). So far only as relates to the said Sir Thomas Martineau, who retires from practice as on and from the 1st inst.

[Gazette, Jan. 6.]

CHARLES JOHN DORMER ANDREWS and FRANK REGINALD ANDREWS, solicitors, 2, Talbot-court, Gracechurch-street, London, and 493, New Cross-road, London, and 69, Ship-street, Brighton (Andrews & Andrews). May 2, 1892. The said Charles John Dormer Andrews retires from the said firm.

JOHN BALSHAW and JAMES HODGKINSON, solicitors, Bolton (Balshaw & Hodgkinson). Dec. 31.

CHARLES HENRY BOOTH and WALTER JONATHAN ANDREW, solicitors, Ashton-under-Lyne (Booth & Andrew). Dec. 29. The above-mentioned C. H. Booth and W. J. Andrew will continue to practise at 113, Old-street, Ashton-under-Lyne, but on their separate account.

JOHN GUSCOTTE, GEORGE WADHAM, and CHARLES JAMES DAW, solicitors, 19, Essex-street, Strand, London (Guscotte, Wadham, & Daw). Jan. 5. With regard to the said Charles James Daw. The said John Guscotte and George Wadham will, on and after Jan. 6, 1893, carry on the said business at 19, Essex-street, Strand, aforesaid.

[Gazette, Jan. 10.]

GENERAL.

It is announced that Sir Frederick Pollock was on Saturday, by 17 votes to 11, elected a correspondent of the Academy of Moral and Political Sciences, Paris, in the room of M. Carlos Calvo, now an associate.

There has been a shuffling of the London police magistrates. Mr. A. C. Plowden has been moved from West London to Marylebone. Mr. Haden Corser has been transferred from North London to the West London court, and the newly-appointed magistrate, Mr. R. O. B. Lane, Q.C., has taken the North London court.

The *Daily News* says that the London County Council has, by its Open Spaces Bill of this year, asked Parliament to sanction a compulsory transfer to the council of the management and maintenance of the garden in Lincoln's-inn-fields; the expenses to be thrown on the metropolitan rates instead of on the special rate now levied on the inhabitants of the Fields; with a view to admitting the public to the gardens.

The *Times* says that Mr. Justice Hawkins, upon taking his seat on the bench on Wednesday, said that his attention had been directed by the officer of the court to the case of *Morris v. London, Edinburgh, &c., Assurance Co.*, which was in the day's list. As far back as November 2, 1892, by agreement of both parties, that action had been stayed, and yet neither party had taken the trouble to inform the proper officer of the court of the fact. The consequence was that the case was in to-day's list. This was very wrong, and in striking it out he would make an order depriving each party of any costs which might have been incurred since November 2, 1892.

At the Central Criminal Court on Wednesday Mr. Justice Grantham

said he did not know whether there were any persons present representing the police-courts—he presumed not—but he wished to mention the great inconvenience the authorities here and the judges also were subjected to from the omission of magistrates to send to the governor of the gaol notice of the people whom they committed for trial, but who were out on bail. He desired to refer to the calendar in regard to a case in which the grand jury had thrown out the bill, but he found no reference whatever to the case in the calendar. He hoped that some notice would be taken of the matter, and that notice would be given to the governor of the gaol of what persons were committed for trial.

"Zetetes" writes to the *Times*, "In the interest of the public, as well as of the officials employed, I shall be glad if you will allow me to draw attention to the disgraceful condition of the room at Somerset House in which the index-books for births and marriages are kept. The room is probably less than 40 ft. high and has two galleries round it, and no window or ventilating shaft for the escape of foul air, and is lighted all day long by gas. In these galleries the officials have to search all day for references, and, I believe, often have to pause and go downstairs for fresh air. The atmospheric condition is what the law would not allow in a mine or a workshop. No one who spends half an hour in that upper gallery can wonder that sometimes a marriage cannot be traced. A solicitor's clerk may intend to do his best; but no human being can do his best in such an atmosphere, and the crumbling leather on the covers of the index-books sufficiently attests its nature. Public attention is not drawn to the matter because few persons go there more than once; but the public suffers, because the officials cannot efficiently do that for which the public pays, and individuals, no doubt, often suffer, in cases where properties are at stake, by entries being overlooked."

Notice is given of the issue of £200,000 Sheffield Corporation £3 per cent. Stock (authorized by the Sheffield Corporation Act, 1889, and in other respects subject to the Sheffield Corporation Act, 1883). The stock will be redeemable at par in 1925. The price of issue is £96 10s. per cent., and interest will be payable half-yearly, on the 1st of March and the 1st of September, at the Sheffield and Hallamshire Bank, Sheffield, or by their London agents, Messrs. Glyn, Mills, Currie, & Co., 67, Lombard-street. Dividends will be forwarded by post when required. Interest will accrue from the date of payment of the money to the bankers.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	ROYAL OF REGISTRARS IN ATTENDANCE ON			
	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.	
Monday, Jan.	Mr. Godfrey	Mr. Farmer	Mr. Lavin	
Tuesday	Leach	Rolt	Carrington	
Wednesday	Godfrey	Farmer	Lavin	
Thursday	Leach	Rolt	Carrington	
Friday	Godfrey	Farmer	Lavin	
Saturday	Leach	Rolt	Carrington	
	Mr. Justice STIRLING.	Mr. Justice KREWECH.	Mr. Justice ROMER.	
Monday, Jan.	Mr. Pugh	Mr. Pemberton	Mr. Clowes	
Tuesday	Beal	Ward	Jackson	
Wednesday	Pugh	Pemberton	Clowes	
Thursday	Beal	Ward	Jackson	
Friday	Pugh	Pemberton	Clowes	
Saturday	Beal	Ward	Jackson	

COURT OF APPEAL.

HILARY SITTINGS, 1893.

APPEAL COURT I.—NOTICES.

N.B.—Queen's Bench Interlocutory Appeals will be taken in Court I. on Wednesday, January 11, and afterwards on every Monday in Hilary Sittings.

N.B.—Subject to Interlocutory Appeals on Mondays and Bankruptcy Appeals on Fridays, the New Trial Paper will probably be taken every day in Appeal Court I. until the List is finished, commencing on Wednesday next, January 11.

SPECIAL NOTICE.—Queen's Bench Final Appeals are usually taken in alternate weeks in Appeal Court I., but as the Chancery Appeal List is very limited, Queen's Bench Appeals will probably be taken in Appeal Court II., of which due notice will be given on the Daily Cause List.

On Mondays and Fridays Final Appeals or New Trial Motions will only be taken when there are not enough Interlocutory or Bankruptcy Appeals for a day's Paper.

N.B.—Admiralty Appeals (with Assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory Appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Wednesday, January 11, and afterwards on every Wednesday in Hilary Sittings.

N.B.—Subject to Chancery Interlocutory Appeals on Wednesdays, Chancery Final Appeals will be taken every day in Court II. until further notice.

N.B.—When the Interlocutory Appeals are not enough for a day's Paper Chancery Final Appeals will be added on Interlocutory days.

Appeals from the Lancaster and Durham Palatine Courts (if any) will be taken in Court II. on Thursday, January 12, on Thursday, February 2, and on Thursday, March 2.

Lunacy matters will be taken in Court II. on every Monday, at 11 o'clock, until further notice.

APPEALS FOR HEARING

(Set down to Tuesday, January 3, inclusive).

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

For Judgment.

(Chancery Division.)

David v Sabin app of plt from judgt of Mr Justice Romer, dated June 29, 1892 (c. a. v. Nov 10—present Lords Justices Lindley, Bowen, and A. L. Smith)

(Queen's Bench Division.)

Attorney-Gen v Smith & Cocks (Q B Revenue side) app of Informant from judgt of Justices Hawkins and Wills, dated June 1, 1892, as to probate duty (c. a. v. Dec 13—present Lords Justices Lindley, Bowen, and A. L. Smith)

(Chancery Division.)

In re Denver Hotel Co, ld, and Co's Acts app of petar from order of Mr Justice North, dated Dec 17, dismissing petition to reduce capital (c. a. v. Dec 19—present Lords Justices Lindley, Bowen, and A. L. Smith)

For Hearing.

(Final List.)

1892.

In re White, dec White v White app of deft Attorney-General from judgt of Mr Justice Kekewich, dated Nov 2, in favour of intestacy and against charity Nov 26 (part heard Nov 19—present Lords Justices Lindley, Bowen and A L Smith)

In re H A Briggs, dec (construction of will) Markby v Oldham app of defts Oldham & Kent from judgt of Mr Justice Kekewich, dated Nov 18, 1892 Dec 15

Lock v Pearce app of pliffs from order of Mr Justice North dated 5 May, 1892, on originating summons dismissing application for relief from forfeiture of leasehold premises Aug 3 (Security ordered October 24)

Attorney-Gen v Wethered app of deft from judgt of Mr Justice Romer, dated July 26, 1892 Sept 5 (part heard Nov 17—present Lords Justices Lindley, Bowen and A L Smith)

Micklethwait v Vincent app of deft from judgt from judgt of Mr Justice Romer dated 7 July, 1892 Oct 17 (Security ordered Nov 2)

Badeley v Consolidated Bank ld app of Arthur a Beckett Terrell from order of Mr Justice North dated 4 Nov, 1892, refusing to vary CC Cert made pursuant to judgt in action Nov 25

1893.

In re The Liberian Government Concession and Exploration Co & Co's Acts app of the Co from judgt of Mr Justice Stirling, dated Dec 14, directing name to be taken off register and allotment money repaid Jan 3 (judgment not perfected)

From the County Palatine Courts of Lancaster and Durham.

(Interlocutory List.)

1891.

Heenan v Ives app of plt from order of the Vice-Chancellor of the Lancaster Palatine Court, dated Dec 21, refusing to continue interim injunction restraining deft from interference with execution of contract Dec 30

1892.

Pedersen & Co v Mitchell app of deft from order of the Vice-Chancellor of the Durham Palatine Court, dated Dec 14, affirming appointment of plt, A Pedersen, as receiver and manager Dec 31

(Final List.)

Ainsworth v Whalley (Foreclosure) Liverpool District app of plt from judgt of Vice Chancellor of the Lancaster Palatine Court, dated Feb 15 and March 1, 1892 July 5 (pt hd Nov 29 S O by order till Hilary Sittings)

FROM THE QUEEN'S BENCH AND ADMIRALTY DIVISIONS.

For Hearing.

Final List.

1892.

Pontifex & Wood, ld v Hartley & Co app of plits from judgt of Mr Justice Charles, dated June 24, at trial without a jury in Middlesex July 15

Allen v Woods app of plt from judgt of Mr Justice Wright, dated July 22, at trial without a jury in Middlesex—If judgt not reversed plt asks in alternative for new trial August 12

Corn & anr trading, &c v Mathews & anr (Q B Crown Side) app of A H Corn & E E Corn from judgt of Justices Wright & Bruce, dated August 8, affirming magistrate's decision on construction of apprentice agreement under 20 & 21 Vict c 43 Sept 6

Guest v Hope app of plt from judgt of Mr Justice Denman, dated August 12, at trial without a jury at Liverpool Sept 12

Attorney-General v Robertson (Q B Revenue Side) app of deft from judgt of Justices Wright & Collins, dated June 23, 1892 Sept 24

Jones, Recc & Co v Lawrence & Co (claim and counterclaim app of deft

from judgt of Mr Justice Denman, dated July 22, at trial with a special jury at Manchester (new trial not asked for) Nov 5

Ellis v Goulton & anr app of deft, B A Jackson, from judgt of Mr Justice Cave, dated Oct 29, at trial with a special jury in Middlesex (new trial asked for) Nov 12

Gerdes & anr v Peters & Co app of defts from findings and judgt of Mr Justice Grantham, dated Nov 7, at trial without a jury in Middlesex (new trial asked for) Nov 14

McDonald v The Mayor, &c, of Workington app of pliff from judgt at Baron Pollock & Mr Justice Hawkins, dated Oct 31, affirming judgt of trial before official referee Nov 21

O'Connor v The Star Newspaper Co, ld app of plt from judgt of the Lord Chief Justice, dated May 20, at trial without a jury in Middlesex (new trial not asked for) Nov 28

Le Lievre v Gould app of plt from judgt of Justices Wills and Collins, dated Oct 29, affirming judgt at trial before Official Referee Nov 29

London Asse Corp v Williams app of dft from judgt of Mr Justice Wills, dated Nov 28, at trial without a jury in Middlesex Dec 3

Johnson v Diprose app of dfts from judgt of Mr Justice Wright, dated Nov 22, with a common jury in Middlesex (new trial not asked for) Dec 6

Jones v Copeland and anr app of plt from judgt of Mr Justice Collins, dated Nov 11, at trial with a common jury in Middlesex (new trial not asked for) Dec 11

Blackburn v Mason app of plt from judgt of Mr Justice Day, dated May 17, at trial without a jury in Middlesex Dec 24

1893

Dore v Hooton app of plt from judgt of Baron Pollock and Mr Justice Charles, dated Dec 20, affirming judgt at trial before Official Referee Jan 2

FROM THE QUEEN'S BENCH DIVISION.

New Trial Paper.

1892.

Russell v Mockford appln of deft for judgt or new trial on app from verdict and judgt dated Nov 16, at trial before Mr Justice Lawrence and a special jury at Guildhall Nov 19

Maynard v Jacobs appln of pliff for judgt or new trial on app from verdict and judgt, dated Nov 9, at a trial before Mr. Justice Collins and a common jury in Middlesex Nov 21

Shaw v Bayley appln of deft for judgt or new trial on app from verdict and judgt dated Nov 4, at trial before Mr. Justice Lawrence and a special jury at Guildhall Nov 24

Sansom v Wyndham appln of pliff for judgt or new trial on app from verdict and judgt dated May 20, at trial before Mr. Justice Grantham and a special jury in Middlesex Nov 28

The Bruce Sailing Ship Co, ld v The London Assurance Corporation app of defts for judgt or new trial on app from verdict and judgt dated Dec 12, at trial before Mr. Justice Bruce and a special jury at West Derby Dec 23

Rowntree v Spence & anr appln of dfts for judgt or new trial on app from verdict and judgt dated Dec 15, at trial before Mr. Justice Bruce and a special jury at Liverpool Dec 24

Collier & others (trading, &c.) v Schreiber appln of defts for judgt or new trial on app from verdict and judgt dated Dec 5, at trial before Mr. Justice Bruce with a jury at Manchester Dec 30

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

(ADMIRALTY.)

For Hearing.

With Nautical Assessors.

1892.

The Hopper Barge Newport, No. 3, and the Steam Tug Test (damage) The Marquis of Londonderry v Sir B Samuelson & Co, ld (owners of Hopper Barge) & C C Duncan (owner of Steam Tug Test) app of Owners of Test from judgt of the President (Sir Francis H Jeune) dated 9 May, 1892 Nov 15

Ship Guildhall (damage) The Charente Steamship Co, ld v The Owners of the Steamship Guildhall app of defts from judgt of the President (Sir Francis H Jeune) dated 31 Oct, 1892 Nov 19

FROM THE QUEEN'S BENCH DIVISION.

Sitting in Bankruptcy.

Appeals (in Bankruptcy).

1892.

In re R B Briggs ex parte Thomas Bardwell app of debtor from order of Mr Registrar Brougham, dated Nov 16, granting receiving order on ptn of Messrs Nye & Morton

In re Thomas Pollitt, ex parte W R Minor app of W R Minor from order of Justices Vaughan Williams and Wright, dated November 8, affirming order of county court at Manchester

In re Jno Miller, ex parte Official Receiver app of Official Receiver from order of Justices Vaughan Williams and Wright, dated November 8, reversing order of county court at Maidstone

In re Wm Hewett, ex parte S W Paddon app of S W Paddon from order of Mr Registrar Hope, dated November 28, dismissing petition for receiving order

In re Sir Alfred Kirby, ex parte Morrison, Sons, & Mallett app of Morrison, Sons, & Mallett (creditors) from order of Mr Registrar Brougham, dated December 17, adjourning appln for adjudication

In re Sir Alfred Kirby, ex parte Maurice Jewell app of Maurice Jewell from similar order as in Morrison's case

FROM THE QUEEN'S BENCH DIVISION.

Interlocutory List.

1892.

The Union Engineering Co. *ld v* Crighton app of plff co from order of the Lord Chief Justice and Lord Justice A. L. Smith, dated Dec 8, affirming reversal in chambers of order of district registrar granting final judgt Dec 23

Banks *v* Hollingsworth app of defts from order of Baron Pollock and Mr. Justice Charles, dated Dec 23, affirming refusal of writ of certiorari for removal of action from the Mayor's Court to the High Court Dec 23

FROM THE CHANCERY, PROBATE AND DIVORCE DIVISIONS.

Interlocutory List.

1892.

In re A P Bell, dec Bell *v* Bell app of deft Ann Bell from order of Mr Justice Kekewich, dated August 10, refusing to direct receiver and manager to redeliver share certificates and retransfer of money into court August 13 (S O till Easter)

In re A Smith, dec Hands *v* Andrews app of defts on question of jurisdiction from order of Mr Justice Kekewich, dated Nov 19, for attachment Dec 1 (Restored after security given)

Divorce A M Taylor, petur *v* E R Taylor, resp app of petur from order of Mr Justice Gorell Barnes, dated Nov 24, staying proceedings on petn Dec 7

In re Chas Palmer, dec Palmer *v* Hardwick app of Ann Smith from orders of official referee dated Feb 22, 1892, on plff's sumns giving leave to sue railway co, and dismissing sumns of parties attending for compromise Dec 13 (S O till 1 Feb by order)

The Anglo-Sardinian Antimony Co, *ld v* The Marquis de Saliceto app of Lewis & Ponsonby, guarantors of the plt Co, from order of Mr Justice Stirling, dated Dec 7, for payment of certified damages Dec 15

Lord Windsor *v* Lennard app of deft R G E Wemyss from order of Mr Justice North, dated Dec 5, dismissing deft Wemyss' sumns to strike out claim as frivolous and vexatious Dec 21

Christopher *v* Lady Whitworth app of plt from order of Mr Justice Chitty, dated Dec 2, striking out claim because good cause of action not shewn Dec 23 Hind *v* Lady Whitworth app of plt from similar order as in Christopher's case Dec 23

Hampden & anr *v* The Earl of Buckingham-hire app of plts from order of Mr Justice Kekewich, dated Dec 20, refusing to restrain tenant for life from mortgaging under Settled Land Act, 1890 Dec 23 (orders not perfected)

In re Samuel Isaac, dec Cronbach *v* Isaac app of L Solomon & anr (exors of Samuel Isaac) from order of Mr Justice Kekewich, dated Dec 9 (affirming chamber order) directing payment by exors of difference in price of Mersey railway shares Dec 28 (order not perfected)

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

HILARY SITTINGS, 1893.

Causes for Trial or Hearing.

(Set down to Tuesday, January 3rd, inclusive.)

Motions, Petitions, and Short Causes will be taken on the usual days, as stated in the Hilary Sittings Paper.

Mr. Justice Chitty will take Witness Actions on the following days—viz., Feb. 7, 8, 9, 14, 15, 16, 21, 22, 23. In the weeks when Non-Witness Actions are taken, Further Considerations will be taken on Tuesdays. In the weeks when Witness Actions are taken, Further Considerations will not be taken on Tuesdays, but may be taken on Saturdays.

Mr. Justice North will give directions as to the order in which Causes and Further Considerations will be taken in his lordship's court, after the commencement of the Sittings, of which notice will be given on the Daily Cause List.

Mr. Justice Stirling will also give directions as to the order in which Causes and Further Considerations will be taken in his lordship's court after the commencement of the Sittings, of which notice will be given on the Daily Cause List.

N.B.—The order of business in Mr. Justice Kekewich's court will be taken as follows according to the days of the week:—Monday, Sitting in Chambers. Tuesday, Wednesday, and Thursday, Witness Actions, Non-Witness Actions (including Further Considerations and Points of Law), and Adjourned Summonses as from time to time arranged. Friday (except Friday, Jan. 13), Motions and Non-Witness Actions or Adjourned Summonses. Motions will also be heard on the first and last days of the Sittings, Wednesday, Jan. 11th, and Wednesday, March 29th. Saturday, Short Causes, Petitions, and Non-Witness Actions or Adjourned Summonses. Actions with Witnesses will not (except by special order) be taken until the other Business in the printed Cause List for the Sittings has been disposed of. Liverpool and Manchester Business will be taken as follows:—Motions on days appointed for Motions. Short Causes, Petitions, and Adjourned Summonses on Saturdays. Summonses in Chambers on Friday afternoons, Liverpool and Manchester Summonses being taken on alternate Fridays, commencing with Liverpool Summonses on Friday, January 13th.

Mr. Justice Romer will take Witness Actions every day in the order as they stand in his lordship's Cause Book.

Mr. Justice Wright (sitting as an additional Judge of the Chancery Division) will take 50 Chancery Witness Actions transferred to his lordship from Mr. Justice Romer's List.

Summonses before the judge in chambers.—Justices Chitty, North, Stirling, and Kekewich will sit in court the whole day on every Monday during the sittings to hear Chamber Summonses.

Summonses adjourned into court will be taken as follows:—Mr. Justice Chitty, with Non-Witness Actions, except Procedure Summonses, which (if any) are taken every Saturday; Mr. Justice Stirling, with Non-Witness Actions. Mr. Justice North on Fridays and Saturdays. Mr. Justice Kekewich on Fridays and Saturdays, and also on other days as the judges may direct.

Before Mr. Justice CHITTY.

Causes for trial (with witnesses).

The Persian Investment Corporation, *ld v* Prince Malcolm Khan act plhd & procedure summons for further affidavit of documents & for production (to be heard with action, by order)

Bending *v* Stokes act

Evans *v* Johns act

Goodrich *v* Ashbee act

Attorney-Gen *v* Sims act

Edwards *v* Edwards act

Riddell *v* Durnford act

Gramshaw *v* Caldwell act

Wilson *v* Dolby act

In re Black's Policy Monies, Black *v* Smith issue for trial with liberty to cross examine on affs

J T Duce & Sons, *ld v* Ebbsworth act

Barnard *v* Johnson act

In re Registered Trade-Mark, No 37030, of Wm Powell, trading as Goodall, Backhouse & Co, and Patents, &c, Act, 1883 mot of The Birmingham Vinegar and Brewery Co, *ld*, to expunge Trade-Mark (Placed in Witness List for cross-examination on affidavits, by order)

Dibb *v* Walker (1885—D—38) act for further hearing on C C Cert (set down by direction of registrar)

Dibb *v* Walker (1891—D—875) act

In re Kerans, dec Miesegae *v* Kerans act & sumns

Smith *v* Turnbull act & m f j (1884—S—1,191) Smith *v* Turnbull act & m f j (1884—S—1,200)

In re Brownfield, dec Brownfield *v* Brownfield act

Atkinson *v* Mayor, &c, of Huddersfield act (set down in witness list, by order, but not before Nov 30)

Evans *v* Bowes act

Howell *v* Johnson act

Reed *v* Waters act & m f j Reed *v* Blackett act

Bruzon *v* English Bank of River Plate, *ld* act Natl Bank of Scotland, *ld v* Bruzon act

Seward *v* Vivian act

In re Schwerdt's Patent, No 19,510 of 1891 adj sums for revocation of Patent with wits, by order

Scales *v* Heyhoe act

Blumson *v* Flanders act

Marshall *v* Evans act

In re Hudson, dec Hudson *v* Davidson act

Cutts *v* Hughes act

In re Fenwick, dec Fenwick *v* Helpman act

Hughes *v* Vigor act

Caldicott *v* Brass act

Attorney-Gen *v* Ystrad Gas and Water Co act

Guy *v* Guy act

Payen *v* Hawkins act

Newbridge Rhondda Brewery Co, *ld v* Roberts act

Powell *v* The Mayor, &c, of Cheltenham act (set down by order)

Sovereign Life Assurance Co *v* Eardley-Wilmot act

Singer Manufacturing Co *v* Spence act

Wontner *v* Gregory act

Litt *v* Distington Iron Co, *ld* act

Paley *v* Russia Copper Co, *ld* act & m f j

Skippins *v* Skippins act Seyd & Co *v* Seyd & Co *ld* act (set down by order)

Payne *v* Small act

In re the Stockbrokers' Banking Corp *ld* & Co's Acts Expte J Shannon mtn to rectify shareholders' register (set down in witness list by order)

Calthrop *v* Isaacs & Edwards act

Waterworks, &c, Securities Corp *ld v* Fraser act

Pearl Life Assce, Co *ld v* Batten-shaw act

In re Lane & Taunton's Patent, No 12,371, ad 1886, and in re The Patents Designs, &c, Act (Pet to be heard with wits by order)

In re David R Lewis, dec Lewis *v* Lewis adjd sumns to be treated as trial of act with wits by order

Lea-Smith *v* Templeman act

Thomas *v* David act

Roberts *v* Jones act

Nahmaschinen Fabrik Vormals Frister and Roseman Actien Gesellschaft *v* Singer Manufacturing Co act

May *v* Smith act

Clutterbuck *v* Harrison act

Fluker *v* Calley act

Benjamin *v* The African Estates Agency *ld* act

Paget *v* Bent act

Garrard *v* Smith act

Harrison *v* Dickson act

Heales *v* Manners act

Dortmund Breweries Cold *v* General Commercial Trust *ld* act

In re Galloway, dec Galloway *v* Galloway act

Miller *v* Prevost act

Hall *v* Baynes act

Rouch *v* Newman act (set down without pleadings by order)

Ward *v* Ponnard act

In re Caithness, dec Macgregor *v* Ross act

Elias *v* Elias act

Setterwall & Co *v* Dorman, Brown & Co act

Miller *v* Harvey act & m f j

Thompson *v* Blewitt act & m f j

In re Chandler, dec Cooper *v* Culverwell act

Escombe *v* Wemyss act

Cheesman *v* Nance act

Union Contract Co, *ld v* Whitfield act

Swinecow *v* London Tramways Co act

Malcolm *v* Paul act

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Before Mr. Justice NORTH.

Causes for trial (with witnesses).

The South Australian Mining Assce *v* King act restored

Bentnick *v* London Joint Stock Bank *ld* act restored part heard

Draper *v* Clench Clench *v* Draper acts consolidated

Coxon *v* Schofield act

Turnock *v* Sartoris act restored

Tindall *v* Castle act

Ballantine *v* Holmes act restored

In re Frewen Hall *v* Frewen act

Lacon *v* Sadd act & m f j

Eyre *v* Rodgers act

Smith *v* Davis act

In re Webster Webster *v* Webster act and m f j

Hasluck v Clayton act
 Hasluck v Tress act
 Hasluck v Henderson act
 Vipont v Butler act
 Roper v Foord act
 Boucher v Wilkinson interpleader issue
 Smaile v Bullock act
 Pillars v Somerset Hotel Co, ld act
 Farmer v Stephenson act & motn for judgt
 Wagstaff v Ownsworth act
 Simpson v Hutchins act & motn for judgt
 Lefevre v Tucker act
 Barnes v Bridgman & Bond act
 Cooke v Boddam act
 Harris v Harris act
 Quirk v Worthington Hematite Iron &c, Co., ld. act
 Heald v Incandescent Gas Light Co. ld act
 Wingrove v Grant act
 Wright v Jackson act
 In re Ponting's Patent, No. 5901 of 1890 petn to come on with act
 In re Godfrey. Godfrey v Taylor act
 Biddulph v Billiter Street Offices Co, ld act & m f j (short)
 Booth v Midland Ry Co act
 Marsden v Hopper act
 Longton, &c, Building Soc v Marine fleet act & m f j
 Skinner v Jarman act
 National Guardian Assce Co, ld v Coburn act (short)
 Farnham Brewery Co, ld v Hunt & Co act
 Booth v Rushworth act
 Westow v Munday act
 Drake v Mason act
 Webster v Webster act
 Hill v Nichols act

Before Mr. Justice STIRLING.
 Causes for Trial (with witnesses).
 In re J Davis Joseph v Davis act (to come on with another action when set down)
 Cathcart v Cathcart act restored (not to come on until pleadings complete)
 In re Davidson Davidson v Murphy act (Deft dead)
 London & South-Western Bank v Michels act & m f j
 Bradley v Humphrey act (first day of witness actions by order)
 Tremville v Christie
 Matabeleland Co, ld v British South Africa Co, ld act
 Elliot v Wilts and Dorset Banking Co, ld act pt hd
 Miers v Kempthorne act (not until after Jan 31)
 Kempthorne v Miers Kempthorne v Miers act & m f j
 Reeder v Walker act
 Cox v Stephenson act
 Browne v Morse-Boycott act & m f j
 Renner v Tolley act
 Henton v Paddison act
 Canadian Direct Meat Co v Isaacs act
 Lescher v North act
 Ecclel Commrs for England v Turner act
 Bainbridge v Oxley act
 British North American Cameron Investment Co ld v Frichold Land & Investment Co ld act & m f j
 Suren, Hartman & Co v W T Henley's, &c Co ld act
 In re Cook Hamerton v Jones act
 Leyborne-Popham v Browne act
 Langham v Pearce-Jones act
 Langham v Lawrence act
 Langham v Cochrane act
 Hemings v Hemings act
 In re Fox Fox v Fox

Kendall v Emmett act (not before Easter)
 Minett v Piddocke act
 Grice v Lote act
 Boyd v Lote act
 In re Edgcombe Sydes v Richardson act
 Northern v Gordon act
 Reid v Cook act (not before Feb 10)
 In re Liddle Liddle v Ward act
 Burton v West act
 Smith v Mansfield act
 Harris v Walker act
 Bridges v Sanford act & m f j
 Lord Jersey v Gt Western Ry Co, 1891-J-578 act
 Lord Jersey v Gt Western Ry Co, 1892-J-485 act
 Universal Stock Exchange, ld, v Smith act
 Dean v Mayor, &c, of Blackpool
 In re Moses Moses v Moses act
 Williams v Swindell
 In re Jones Jennings v Jones act
 Parker v Gibbons act
 In re Cronin Taylor v Cronin act
 Norman Lord v Beaumont act & m f j
 Holdsworth v Eylert act
 Kitson v Townsend act
 Brecon & Merthyr Ry Co v Powell Duffryn Steam, &c, Co, ld act

Before Mr. Justice KEKEWICH.
 Causes for trial (with witnesses).
 National Telephone Co, ld v Baker act parheard 12 Jan
 Paine & Co v Daniel & Sons' Breweries, ld act App to be made 1st day of sittings
 Dixon v Franklin act
 Palmer v Storey act
 Salmon v Hammond act
 In re Dexter's Trade-Mark and Patents, &c, Acts motn
 In re Wills's Trade-Mark & Patents, &c, Acts motn
 Managers of the Metropolitan Asylums District v Vestry of Fulham act (S O until another act tried)
 Bell v Bell act
 Hope v Clark act
 Wotton v Millman act
 In re James Barclay v Lucas act
 In re Moakes Marshall v Burrows act
 Bonner v Bonner (question for trial on parol Evidence, without pleadings, &c by order, 6.5.92)
 Walker v Rhodes act & m f j
 Miln v London Co-operative Supply Stores, ld act
 James v Ochs act
 Armytage v Farrars, ld
 Way v Goddard act
 Zeffert v Baring act
 Boyd v Mathers act
 Harwood v Vestry of Parish of Fulham act
 Carter v Hailstone act
 Capron v Burgess act
 Northern Stone & Marble Co, ld v Hall act & m f j
 Myers v Hockley act
 Sprague v Hilden act
 Smith v Davies act
 In re Dutton Mercer v Dutton act
 In re Correllis Attwood v Correllis act
 Berkeley v Knight act
 In re Lance Sharpe v Rebek claim of Bangor & Chant
 British and Colonial Finance Corpn ld v Hodgson, Kirkby & Co ld m f j (Witness list by order)
 Jones v Davies act
 In re The Stockbrokers' Banking Corpn, ld & Co's Acts motion (entered in Witness List by order)
 Cooper v Simson act
 Sanchez & Co v De Murrietta act
 Receiving order against debts
 Jones v Jones act

In re Somerset Somerset v Poulett act
 Laurence v Adams act
 Thomas v Ystradyfodwg & Pontypriidd, &c, Board act & third party notice
 Fletcher v Bayly act & third party notice
 Attorney-Gen v Tanner act
 Dickinson v Neave act
 Neath & Brecon Ry Co v Neath Dist Highway Board act
 Hill v Wallasey Local Bd act
 Pryce Jones v White Lead Co ld act
 Shackleford v Same Co
 In re Stockbrokers' Bankg Corpn ld & Co's Acts motn
 Lowenthal v Heald act & third party notice
 Doughty v Doughty act
 Downs v Downs act
 Girdlestone v Taylor act
 Baring v Lord Revelstoke act
 Rutter v Harris act
 Spencer v Bailey act
 In re Harvey Trott v Harvey act
 In re Hill Hill v Hill act
 Midgley v Midgley act
 In re Ralli Lewis v Ralli act
 Cheeswright v Paterson
 G. Richardson v Dietz Davis & Co (motion to be treated as trial of action)
 Union Loan, &c, Co, ld v Pritchard act
 Parry v Minett Minett v Matthews act & m f j
 Lister v Lister m f j
 Garrett v Hart Hart v Garrett act
 Topp v Thompson
 Power v Australian Broken Hill Consols, ld act
 Lancaster v Lancaster act
 Ford v Longcroft act
 Nathan v Phillips mot
 Firminger v Hayman act
 Lace v Birrell act
 Turner v Pett act
 McRobert v Ilfracombe Local Board act
 Gater v Millikin act

Companies (winding up).
 Before Mr Justice VAUGHAN WILLIAMS.
 (Sitting as an additional Judge of Chancery Division.)
 Motions.
 In re West Cumberland Iron & Steel Co, ld
 In re same Co
 Strapp v Joseph Bull, Sons, & Co, ld
 Petitions.
 In re Joseph Bull, Sons, & Co, ld (petn of M T Shaw & Co)
 In re Steriline ld (petition of J Battams & anr)
 In re Civil Service Brewery Co, ld (petn of London Share and Debenture Co, ld)
 In re Glamorgan Central Permanent Benefit Building Society (petn of D Jenkins and ors)
 In re Mutual Commercial and Building Society, ld (petn of J W North)
 In re Brighton Eiffel Tower and Winter Gardens, ld (petition of C W Grimwade and others)
 In re Solidified Petroleum (Pioneer) Corporation, ld (petition of J H Stephenson)
 In re Hercynia Copper Co, ld (petition of T Haeghe)
 In re Waterproof Materials Co, ld (petition of M C Thompson & Co)
 In re Queen Anne and Garden Mansions, ld (petition of G G Symons)
 In re Edgbaston Brewery Co, ld

(petition of Cattley, Gridley, & Co)

Before Mr. Justice ROMER.
 Remaining causes for trial with witnesses transferred by order dated 12th May, 1892.
 Isaacs v Isaacs acta restd
 Swansea Hematite Iron Co ld v Manneeman Tube Co act
 Bentinck v Union Discount Co of London, ld act not before March 1
 Watkinson & Sons ld v London & South Wales Coal Co ld act (Jan 13)
 White v Pottow act (Jan 14)
 Transferred by order dated Nov 21, 1892
 Niemann v Niemann act (deft dead)
 Bradford Old Bank, ld v Clapham act
 Oppenheimer v Oppenheimer act
 In re Pratt, dec Driver v Ede act
 Ede v Shuff Driver v Ede act (S O till 10 days after C G Cert filed)
 Cameron v Whitehead act
 In re Pattinson dec Pattinson v Rigg act
 Selby v Bothamley act
 Industrial Association of Great Britain ld v London, Edinburgh, & Glasgow Assurance Co ld act
 Gabriel v Bertram act
 Golding v Tarleton act
 Dalley v Hole act
 In re Roper, dec Roper v Roper act
 Smith v Monro act
 In re Millar, dec Millar v Millar act
 Ecclesiastical Commissioners for England v Curwardine act
 James v Lewis act
 In re Jones, dec Pritchard v Emmett act
 Atkins v Smith act
 Hardman v Bradshaw action and third party issue by dfts
 In re Tomkin, dec Wickham v Tomkin act

Before Mr. Justice WRIGHT.
 (Sitting as an additional Judge of the Chancery Division.)
 Causes for trial (with witnesses).
 (Transferred from Mr Justice ROMER by order dated Dec 22, 1892).
 Hunt v Parry In re Parry, dec Hunt v Parry act (restored)
 Attorney-General v Fareham Guardians adj sums & mot with wits, by order (2nd day of sittings)
 In re Santa Rosalie del Carmen Mexican Co, ld & Co's Acts mot with wits by order
 London Trust Co, ld v Mackenzie act (Jan 16)
 Forrest v Walker act
 Hollender v Hunt act
 Anderson v Edgbaston Brewery Co, ld act (Easter)
 Robson v Steriline, ld act
 Mantell v Mantell act & third party notice
 Wright v Walford act
 Morley v Loughnan act (Jan 16)
 Stephenson v Christian act
 Avar v Avar act
 Pearson v Union Bank of Manchester act
 York City & County Banking Co v Pearson act
 In re Loughnan, dec Dalgety & Co v Russell Howell act for trial and adj sums In re Loughnan & Co, Howell v Harting by ord May 20, 1890
 Luck v Williamson act
 Clarke v Mills act
 Bartlett v Sarl act and m f j
 Jones v Pim, Vaughan & Co act (Easter)

(To be continued.)

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1893.

SPECIAL PAPER.

For Argument.

Set down 14th November, 1892, due 19th November, 1892 Woodcock, Ryland, & Co Chamber Colliery Co, ld v Co of Proprietors of the Rochdale Canal Points of law
Set down 30th November, 1892, due 6th December, 1892 Peterson Carr v Fowle Special case
Set down 13th December, 1892, due 20th December, 1892 Trinders & Capron Muirhead v Commercial Cable Co Points of law
Set down 22nd December, 1892, due 11th January, 1893 Steadman & Co Cobb v Gt Western Ry Co Points of law
Set down 29th December, 1892, due 11th January, 1893 Thames & Mersey Marine Insee Co, ld, v Pitts, Son, & King Special case

OPPOSED MOTIONS.

For Argument.

Blake v Prior part heard April 13, 1892, before Lord Justice A L Smith and Mr Justice Wright (S O for discovery on both sides)
In re Wild & Wild, solrs Expte Wild & anr part heard June 15, 1892, before Mr Justice Cave and Mr Justice Lawrence
In re a Solicitor Expte Incorporated Law Soc part heard October 25, 1892, before the Lord Chief Justice of England and Mr Justice Wills
Delamere & anr v The Salt Union ld part heard before Mr Justice Mathew and Mr Justice Bruce, October 28, 1892 (to be heard before Mr Justice Bruce alone)
In re S S Seal, a Solicitor, &c (taxation) Expte Seal part heard before the Lord Chief Justice of England and Lord Justice A L Smith, December 1, 1892
In re a Solicitor Expte Incorporated Law Soc (S O for further report) Attorney-Gen, at the relation of the Local Board of Health for the District of Wallasey & anr v Logan & ors (S O till after trial of issue)
Dalley v Hole (S O February 1)
Baldwin v Lancashire & Yorkshire Ry Co
Brims v Palmer & anr (S O January 16)
Darlington Forge Co ld v La Sociedad Anonima de los Astilleros de Nervion & ors (S O January 16)
In re R G Thompson, gent one, &c (taxation) Expte Baylia referred to District Registrar to report
Weall & anr v James & anr
Walker v Pierson
Verger v McIlwraith & anr (stayed for security)
Whitworth & anr v Duncan & anr
In re a Solicitor Expte Incorporated Law Soc
Levue v Goodwin & ors
Calvert & Co v Parkes
Thorp v Smith
In re an Arbitr between Kenworthy & anr and The Queen's Insee Co
Cave v Arnold & ors
Robinson v Caldwell
Percy & anr v Isaac
Dawson v Phipps
In re Two Solicitors Expte Incorporated Law Soc
In re a Solicitor Expte Incorporated Law Soc
In re a Solicitor Expte Incorporated Law Soc
Tweed & ors v Goldring & ors
In re the Arbitr Act, 1889, & In re Donkin & the Company of Proprietors of the Canal Navigation from Leeds and Liverpool
Wilson, Sons, & Co, ld v Killick & ors
Cunningham v Margetts
Lillie v Walter
Bradley v Chamberlyn
Holmes v Millage
Pearson v Verity
Chapman v The Petroleum Gas Plant Co
Same v Same
Cottrell v Pearson
Town & County Building Soc v Drysdale
Smith & anr v Benskin & Co
Allen v Savigear
Musson v Sampson
In re a Solr Expte Incorporated Law Soc
In re a Solr Expte Incorporated Law Soc
In re a Solr Expte Incorporated Law Soc
Hare v Elms
Pollock v Sharpe

CROWN PAPER.

For Judgment.

Lancashire Freer v Murray & ors Quarter Sessions Respondent's nisi to quash (c a v 28 April—coram Pollock, B, and V Williams, J)
London Stanton v Scrutton, Sons, & Co County Court Dfts' app (c a v Nov 2, 1892, coram Bruce, J, and Kennedy, J)
Leicester Deputies, &c, of Freeman's Widows v Lawitt Magistrate's case (c a v Nov 10, 1892, coram Pollock, B, and Hawkins, J)
Surrey The Queen v Sir Charles R Price, & ors, Jj's, &c, and the Vestry of the Parish of Richmond and the Churchwardens and Overseers of the said Parish (expte Coles) Nisi to hear rating appeal (c a v Nov 11, 1892, coram Pollock, B, and Hawkins, J)

For Argument.

Dorsetshire, Blandford Farquharson v Morgan County Court Applt's app (pt hd, Wright, J, and Collins, J, June 20)
Dorsetshire, Blandford Farquharson v Morgan County court special case (Agricultural Holdings Act, 1883) pt hd, Wright, J, and Collins, J, June 20
Essex Bradley & anr v Rose Magistrate's case re-stated—S O till Lawrence, J, and Wright, J, sit together
Essex The Queen v Buxton, Esq & ors, Jj, &c (expte Bradley) Nisi for certiorari for conviction (to come on with No 3)
(To be continued.)

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COOPER.—Jan. 7, at No. 14, Ickburgh-road, Upper Clapton, the wife of William Cooper, solicitor, of a son.
GREEN.—Jan. 5, at No. 72, Westbourne-park-road, Bayswater, W., the wife of J. Samuel Green, M.A., B.C.L. (Oxon.), LL.B. (London), barrister-at-law, of a daughter.
JONES.—Jan. 10, at Cliff House, Rottingdean, Sussex, the wife of Henry Robert Jones, solicitor, of a son.

MARRIAGES.

MAHON-NIBLETT.—Jan. 9, at St. Peter's Church, Hampstead, Frederick William Mann LL.B., barrister-at-law, of 63, Lincoln's-inn-fields, to Ellen, eldest daughter of Frederick Niblett, of Longthorpe, Cricklewood.
MOKE-STEPHEN.—Jan. 3, at St. Jude's, South Kensington, George Edward Mohr, barrister-at-law, to Beatrice, daughter of the late Dr. Stephen and of Mrs. Stephen, of 15, Hogarth-road, South Kensington.

DEATHS.

REID.—Jan. 6, at Brighton, William Reid, solicitor, of 7, Stanhope-terrace, Hyde-park, and 2, Raymond-buildings, Gray's-inn, aged 55.
THOMPSON.—Jan. 6, Frederick Thompson, solicitor, of 76, Gloucester-terrace, Hyde-park, and 3, Raymond-buildings, Gray's-inn, aged 69.

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, JAN. 6.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BREWERY ASSETS CORPORATION, LIMITED—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to Frederick George Painter, 19, Coleman st. Nash & Co, Queen st, Cheapside, solrs for liquidator.
CHAWSHAY SYNDICATE, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry March, the Exchange, Bute Docks, Cardiff.

FRIENDLY SOCIETY DISSOLVED.

CHISHURST UNITED BENEFIT SOCIETY, Bull's Head Hotel, Chislehurst, Kent. Jan 8

London Gazette.—TUESDAY, JAN. 10.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ECLIPSE ELECTRIC LIGHTING SYNDICATE, LIMITED—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to Ernest Richard Wood, 8, Finsbury circus.
FIR TREES MANUFACTURING CO, LIMITED—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to George Proctor, Grimshaw st, Burnley Waddington, Burnley, solr for liquidator.
UNITED KINGDOM MERCANTILE AND INDUSTRIAL ACCIDENT ASSOCIATION, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Joseph William Bleckham, Arcade chambers, Corporation st, Birmingham. Clulow, Birmingham, liquidator's solr.
UNIVERSAL AUTOMATIC ADVERTISER CO, LIMITED—Creditors are required, on or before Feb 7, to send their names and addresses, and the particulars of their debts or claims, to Henry P Spottiswoode, 32, Craven st, Charing Cross, solr for liquidator.
WEYMOUTH GRAND HOTEL CO, LIMITED—Creditors are required, on or before Feb 18, to send their names and addresses, and the particulars of their debts or claims, to Zillwood Milledge, 74, St Thomas st, Weymouth.

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, DEC. 27.

HOWARD, AARON, Cheetham, Manchester, Jan 24. Byrne v Goodwin, Registrar, Manchester. Bates, Manchester

London Gazette.—TUESDAY, JAN. 3.

McCORMICK, NEAL, Liverpool. Jan 30. Ruddin v Jones, Registrar, Liverpool. James, Lord st, Liverpool

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JAN. 3.

BAKER, ANNIE, Sparkbrook, Birmingham Jan 21 R M Wood & Co, Birmingham
BALDOCK, REBECCA, Sidcup, Kent Feb 10 Pattison & Co, Queen Victoria st
BENNETT, GEORGE, Ashford, Kent, Engineer Feb 10 Notwood, Ashford
BRAIDLEY, JOSEPH, Croydon, Surrey, Gent Feb 15 Baileys & Co, Berners st
BROWN, GEORGE HENRY, Greenwich, Gent Jan 31 Smith & Batchelor, Greenwich
BUNTING, ARTHUR, Penstanton, Hunts, Builder Feb 28 Cranfield & Butler, St Ives
BURGESS, WILLIAM, Plympton rd, Broadesbury, Gent Feb 14 Burton, Blackfriars rd
BURNS, JOHN, Lancaster, Farm Servant Feb 8 Poulney, Ulveston
BUTLER, GEORGE, Kennett, Avebury, Wilts, Brewer Jan 30 Dixon, Powsey
CARPI, CHEVALIER ROBERTO, Via Farini, Florence, Italy Feb 1 Ingle & Co, Threadneedle st
COCKBURN, FREDERICK, Clarendon grdns, Kensington Feb 15 Ranken & Co, South sq, Gray's inn
DALE, MADEIRA ANNA, Sherborne, Dorset Feb 10 Pattison & Co, Queen Victoria st

DAVIES, THOMAS, Bathin, ex Denbigh, retired Farmer Jan 31 Humphreys, Bathin
 FRED, ELIAS, Newton Abbot, Devon, retired Bank Manager Feb 14 Francis & Co, Newton Abbot
 FULLER, JEMIMA COLES, College via, Hampstead Jan 16 W Theobald, 23, St Within's lane
 GLAISTER, REBECCA, Cockermouth, Cumbria Feb 6 Thompson, Whitehaven
 HALLE, SAMUEL BARUCH, Gloucester st, Piccadilly, Artist Feb 1 Hopgoods & Dowson, Whitehall pl
 HAWKES, JOHN, Plymouth, Gent Feb 8 G Gidley & Son, Plymouth
 HAWKINS, GEORGE, Northampton rd, Clerkenwell, Licensed Victualler Jan 31 Glaser, Essex st, Strand
 JACKSON, RUTH, Rainhill, Lancs Feb 14 Ansell & Eccles, St Helens
 LIDDELL, SAMUEL PEARNS, Haltwhistle, Northumbria, Gent Jan 14 Blackburn & Main, Carlisle
 MORRHEAD, GEORGIANA ANN, Otto House, Hammersmith Feb 7 Gosling & Co, Suffolk place, Pall Mall East
 MORTON, OLIVIA, Workson, Notts Feb 3 J S & C A Whall, Workson
 PEARL, JAMES WILSON, Woaden March 1 Simpson & Cullingford, Gracechurch st

PENSTON, AARON NECK, Broadthampton, Devon, Gent Jan 30 Francis & Co, Newton Abbot
 PERTWYMAN, CHARLES, Parquhar rd, Upper Norwood, Gent Jan 30 Block, Ipswich
 QUILLIAM, JOHN, Hightown, Manchester, Homoeopathic Chemist Feb 3 Storer & Co, Manchester
 RATCLIFFE, RALPH, Hartington, Brick Manufacturer Feb 30 Mellows, Fenchurch bldgs
 RYE, EDWARD GEORGE, Newcastle on Tyne, Watchmaker Jan 31 Birkett & Ridley
 STEVENSON, JAMES, Sale, ex Chester, retired Carrier Jan 31 Phythian & Bland, Manchester
 STUDD, DANIEL, Myland, Colchester, Farmer Jan 30 Prior, Colchester
 THORNBURN, MARY, Fallowfield, ex Manchester Jan 31 Walley, Manchester
 WAINWRIGHT, CHARLES HENRY, Windham Club, St James sq, Esq Feb 14 Woodcock & Pardy, Wigan
 WIDOWS, ELIZA HARRIET, Kemp Town, Brighton Feb 9 Brown & Woodnough, Lincoln's Inn fields
 WILLIAMS, DAVID, Beaumaris, Anglesey, retired Collector of Customs Feb 2 Glynn & Co, Bangor
 WINSTON, WILLIAM BOWEN, Oxford grdns, North Kensington Jan 31 Oldman & Co, Old Serjeant's inn, Chancery lane

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 6.

RECEIVING ORDERS.

BAILEY, HARRY DAVID CHINERY, Funderhall, Norfolk, late House Agent Norwich Pet Jan 4 Ord Jan 4
 BAYLIS, GEORGE, Stourport, Mitten, Worcs, Car Proprietor Kidderminster Pet Dec 30 Ord Dec 30
 BICKERTON, EDWARD, Barforth rd, Peckham rye, Stock Dealer High Court Pet Dec 6 Ord Jan 3
 BOSHER, WILLIAM GEORGE, late of Leeds, Teacher of Dancing Leeds Pet Dec 31 Ord Dec 31
 CANT, EVANS, Brockley, Kent, Commercial Traveller Greenwich Pet Dec 30 Ord Dec 30
 CARTWRIGHT, JOSEPH, the younger, Alrewas, ex Lichfield, Miller Walsall Pet Dec 30 Ord Dec 30
 CHAMBERLAIN, RICHARD, Petworth, Sussex, Builder Brighton Pet Jan 4 Ord Jan 4
 CHEVINGTON, JOHN, Burgess Hill, Sussex, Dairyman Brighton Pet Jan 3 Ord Jan 3
 COLE, JOSEPH, Strand, Glou, Potato Dealer Gloucester Pet Dec 3 Ord Jan 2
 DOWKER, GEORGE READER, Stourmouth, ex Wingham, Kent, Farmer Canterbury Pet Jan 3 Ord Jan 3
 DUREN, CHARLES, Burnley, Grocer Burnley Pet Jan 2 Ord Jan 2
 FURNISS, JOHN, Bourn, Cambs, Butcher Cambridge Pet Jan 2 Ord Jan 2
 GOLDING, GEORGE THOMAS MAYLEY, Newport, Mon, Fruiterer Newport, Mon Pet Jan 3 Ord Jan 3
 HARRIS, HENRY, Honiton, Baker Exeter Pet Jan 4 Ord Jan 4
 JAMES, EDWARD JONES, Poutlanfraith, Mon, Gent Newport, Mon Pet Jan 2 Ord Jan 2
 JOHNSON, WILLIAM, the younger, Newcastle on Tyne, late Gun Manufacturer Newcastle on Tyne Pet Dec 10 Ord Jan 3
 LOVATT, HENRY, Longton, Staffs, Potter's Gilder Longton Pet Jan 4 Ord Jan 4
 MARKS, THOMAS GEORGE, Binfield Heath, ex Henley on Thames, Farmer Reading Pet Dec 31 Ord Dec 31
 MASON, WILLIAM, Birkenhead, Licensed Victualler Birkenhead Pet Dec 31 Ord Jan 3
 MILLS, HERBERT JAMES, Cirencester, Watchmaker Swindon Pet Jan 3 Ord Jan 3
 MOORE, JAMES, Wells, Carpenter Wells Pet Jan 2 Ord Jan 2
 PARRY, CHARLES, Seaford, Lancs, Fellmonger Liverpool Pet Jan 3 Ord Jan 3
 PARRY, SAMUEL SEPTIMUS, Seaford, Lancs, Book Keeper Liverpool Pet Jan 3 Ord Jan 3
 PARSLEY, WILLIAM JOHN HEW, Bristol, Hatter Bristol Pet Jan 2 Ord Jan 2
 RAINE, JAMES (jun), Northgate st, Devises, Boot Maker Bath Pet Jan 2 Ord Jan 2
 RAMSDEN, THOMAS, Hollingworth Lake, Littleborough, ex Rochdale, Licensed Victualler Oldham Pet Jan 2 Ord Jan 2
 RILEY, ROBERT, Burnley, Tailor Burnley Pet Jan 3 Ord Jan 3
 ROBERTS, AUSTIN, jun, Halifax, Engineer Halifax Pet Jan 3 Ord Jan 3
 ROGERS, GEORGE FORBES, Craven Arms, Salop, Corn Merchant Leominster Pet Jan 2 Ord Jan 2
 SEDGWICK, WALTER, Nottingham, Baker Nottingham Pet Jan 4 Ord Jan 4
 SELLING, CLEMENT, Brighton, Fancy Dealer Brighton Pet Jan 2 Ord Jan 2
 STARRIS, EDWARD, Weston super Mare, late Lodging house Keeper Bridgewater Pet Jan 4 Ord Jan 4
 TAYLOR, EDWARD, Waterloo, ex Blyth, Northumbria, Greengrocer Newcastle on Tyne Pet Jan 4 Ord Jan 4
 TREHILLAR, OSCAR PASCOE, Bristol, Musician Bristol Pet Jan 2 Ord Jan 2
 WILKINS, JOHN, New Tredgare, Mon, Earthenware Hawker Tredgare Pet Jan 4 Ord Jan 4
 WILLIAMS, JOHN, Swansea, Butcher Swansea Pet Jan 4 Ord Jan 4

The following amended notice is substituted for that published in the London Gazette Dec. 30:—

LIVERT, EVERARD WILLIAM, The Willows, Shepperton, late Parliamentary Agent Kingston, Surrey Pet Dec 3 Ord Dec 3

FIRST MEETINGS.

ASPINALL, HENRY KIRKALL, Birkenhead, Gent Jan 17 at 2.5 Off Rec, 35, Victoria st, Liverpool
 BALE, GEORGE WESTERN, and JEFFERY ROBERT BOWEN, Merthyr Tydfil, Sugar Boilers Jan 13 at 3 Off Rec, Merthyr Tydfil
 BECKER, WILLIAM HENRY, and HERBERT BOWMAN, Kettering, Shoe Manufacturers Jan 17 at 11 County Court bldgs, Northampton

CARTWRIGHT, JOSEPH, the younger, Alrewas, ex Lichfield, Miller Jan 19 at 11 Off Rec, Walsall
 COKE, WILLIAM CHARLES, Sheerness, Kent, Licensed Victualler Jan 16 at 11.30 Off Rec, Rochester
 COLEMAN, ALFRED JOHN, Crowborough, Sussex, Corn Dealer Jan 13 at 2.30 Off Rec, Mount Pleasant, Tunbridge Wells
 DIMMOCK, WILLIAM, Luton, Beds, Straw Hat Manufacturer Jan 26 at 11.15 Court house, Luton
 FURNISS, JOHN, Bourn, Cambs, Butcher Jan 17 at 12 Off Rec, 5, Petty Cury, Cambridge
 GARNER, EDWARD THOMAS, Market Harborough, Grocer Jan 13 at 3 Off Rec, 34, Friar lane, Leicester
 GERARD, THOMAS TAPSCOTT, Cheshire, Coachbuilder Jan 30 at 11.30 Royal Hotel, Crews
 HALL, JAMES, Shipley, Yorks, Triple Seller Jan 16 at 11 Off Rec, 31, Manor row, Bradford
 HARRIS, HENRY, Honiton, Baker Jan 18 at 11 Off Rec, 13, Bedford circus, Exeter
 IVEY, GEORGE, Lavendon, Bucks, Farmer Feb 7 at 11.15 Off Rec, St Paul's sq, Bedford
 JACOB, CHARLES, St Catherine's, Yarrbridge, Brading, I.W., Builder Jan 28 at 12.30 Holyrood chmbrs, Newport, I.W.
 LALLEMAND, ALPHONSE, Storck's rd, Bermansday, Furze Manufacturer Jan 17 at 12 Bankruptcy bldgs, Carey at LEAK, ALEXANDER RITCHIE, Minorities, Publisher Jan 17 at 2.30 Bankruptcy bldgs, Carey at
 LINWOOD, WILLIAM, Beckenham, Kent Jan 13 at 11.30 34, Railway app, London Bridge
 OGDEN, ISAAC, Mountain Ash, Glam, late Innkeeper Jan 16 at 2 Off Rec, Merthyr Tydfil
 PACE, GEORGE, Hampton, ex Malpas, Cheshire, Grocer Jan 20 at 11 Royal Hotel, Crews
 PARKER, DAVID, Lewisham, Kent, Tobaccoist Jan 16 at 11.30 34, Railway app, London Bridge
 PARKER, EDWARD, Lordship lane, East Dulwich, Provision Merchant Jan 18 at 11 Bankruptcy bldgs, Carey at
 PARSONS, JOHN, Langton, ex Tunbridge Wells, Dairyman Jan 16 at 12.30 Bankruptcy bldgs, Carey at
 PETERS, JOSEPH WALTER, Ewell, Surrey, late Artist in Stained Glass Jan 15 at 2.30 Bankruptcy bldgs, Carey at
 ROBERTS, AUSTIN, jun, Halifax, Engineer Jan 17 at 11 Off Rec, Towshill chmbrs, Halifax
 ROWE, GEORGE ALFRED, Horse Bay, Kent, late Flydriver Jan 20 at 10 Off Rec, 73, Castle st, Canterbury
 SMITH, THOMAS COPE LEE, Burslem, Staffs, Grocer Jan 16 at 12 North Stafford Hotel, Stoke upon Trent
 SYMINGTON, JOHN, ARTHUR SYMINGTON, and ROBERT EMETT COCKROFT, Leeds, Box Makers Jan 20 at 11 Off Rec, 22, Park row, Leeds
 THOMPSON, ROBERT, Burton Colliery, Durham, Grocer Jan 13 at 3.30 Off Rec, 25, John st, Sunderland
 TYLER, JAMES, Leicester, Boot Manufacturer Jan 13 at 12.30 Off Rec, 34, Friar lane, Leicester
 WEBB, HENRY, Abingdon, Berks, Master Jan 14 at 3.30 1, St Aldates, Oxford
 WILKINSON, JAMES EDWARD, Houghton le Spring, ex Durham, Grocer Jan 13 at 3.30 Off Rec, 25, John st, Sunderland
 YATES, WILLIAM, Mansfield, Notts, Timber Dealer Jan 13 at 12 Off Rec, St Peter's Church walk, Nottingham

ADJUDICATIONS.

ARMOR, CHARLES, Morton villas, Eddes Highway, Foulterer Edmonson Pet Dec 29 Ord Jan 3
 ASPINALL, HENRY KIRKALL, Birkenhead, Gent Birkenhead Pet Nov 28 Ord Jan 2
 BAILEY, HARRY DAVID CHINERY, Funderhall, Norfolk, late House Agent Norwich Pet Jan 4 Ord Jan 4
 BAKER, ALFRED ROBERT, Hamilton ter, St John's Wood High Court Pet Dec 3 Ord Jan 2
 BAYLIS, GEORGE, Stourport, Mitten, Worcs, Car Proprietor Kidderminster Pet Dec 30 Ord Jan 2
 BLAKLEY, EDWIN FRANKLIN, and ALFRED BLAKLEY, Burnley, Cotton Spinners Burnley Pet Dec 7 Ord Jan 3
 DUREN, CHARLES, Burnley, Grocer Burnley Pet Dec 31 Ord Jan 2
 BULL, STEPHEN, Winchester, Chimney Sweeper Winchester Pet Dec 6 Ord Jan 4
 CANT, EVANS, Brockley, Kent, Commercial Traveller Greenwich Pet Dec 30 Ord Dec 30
 CARTWRIGHT, JOSEPH, jun, Alrewas, ex Lichfield, Miller Walsall Pet Dec 30 Ord Jan 4
 CHAMBERLAIN, RICHARD, Petworth, Sussex, Builder Brighton Pet Jan 4 Ord Jan 4
 CHEVINGTON, JOHN, Burgess Hill, Sussex, Dairyman Brighton Pet Jan 3 Ord Jan 3
 FRIKIE, SAMUEL, West Bromwich, Leather Merchant West Bromwich Pet Dec 10 Ord Dec 31
 FORDEN, FREDERICK, Long Acre, Coach Builder High Court Pet Oct 15 Ord Dec 20
 FURNISS, JOHN, Bourn, Cambs, Butcher Cambridge Pet Jan 9 Ord Jan 2

GILES, WILLIAM OUGHTON, Montpelier st, Brompton, of no occupation High Court Pet Nov 16 Ord Dec 30
 GOLDFINCH, GEORGE THOMAS MAYLEY, Newport, Mon, Fruiterer Newport, Mon Pet Jan 3 Ord Jan 3
 GRINTY, WILLIAM JAMES, the younger, ARTHUR ADAMS, and JAMES TEMPLE, late of Coventry, Cycle Saddle Makers Coventry Pet Nov 14 Ord Jan 3
 HARRIS, HENRY, Honiton, Baker Exeter Pet Dec 7 Ord Jan 4
 HOLLAND, WILLIAM TEW, late of Blackburn, Solicitor Blackburn Pet June 24 Ord Sept 2
 LANGFORD, JOHN, Halesowen, Worcs, Grocer Stourbridge Pet Nov 11 Ord Dec 1
 LOVATT, HENRY, Longton, Staffs, Potter's Gilder Longton Pet Jan 3 Ord Jan 4
 MARKS, THOMAS GEORGE, Binfield Heath, ex Henley on Thames, Farmer Reading Pet Dec 31 Ord Dec 31
 MILLS, HERBERT JAMES, Cirencester, Watchmaker Swindon Pet Jan 3 Ord Jan 3
 PARRY, CHARLES, Seaford, Lancs, Fellmonger Liverpool Pet Jan 3 Ord Jan 3
 PARRY, SAMUEL SEPTIMUS, Seaford, Lancs, Book Keeper Liverpool Pet Jan 3 Ord Jan 3
 RAINE, JAMES, the younger, Devises, Wilts, Boot Maker Bath Pet Jan 2 Ord Jan 2
 RAMSDEN, THOMAS, Hollingworth Lake, Littleborough, ex Rochdale, Licensed Victualler Oldham Pet Dec 31 Ord Jan 4
 RILEY, ROBERT, Burnley, Tailor Burnley Pet Jan 3 Ord Jan 3
 ROBERTS, AUSTIN, jun, Halifax, Engineer Halifax Pet Jan 3 Ord Jan 3
 ROBINSON, RICHARD CHAMBERS, late of Wakefield, Horse Dealer Wakefield Pet Nov 30 Ord Jan 3
 SADLER, EPHRAIM, Salford, Glass Merchant Salford Pet Dec 17 Ord Jan 3
 SEDGWICK, WALTER, Nottingham, Baker Nottingham Pet Jan 4 Ord Jan 4
 SHAKEL, FREDERICK, St Quinton avenue, North Kensington, Musical Artist High Court Pet June 24 Ord Jan 2
 SHIRKINEX, ARTHUR, Pontblyddyn, ex Mold, Flint, Chemist Chester Pet Dec 10 Ord Jan 3
 SELLING, CLEMENT, Brighton, Fancy Dealer Brighton Pet Jan 2 Ord Jan 2
 STARRIS, EDWARD, Weston super Mare, late Lodging house Keeper Bridgewater Pet Dec 26 Ord Jan 4
 TAYLOR, EDWARD, Waterloo, ex Blyth, Northumbria, Greengrocer Newcastle on Tyne Pet Jan 4 Ord Jan 4
 WILKINS, JOHN, New Tredgare, Mon, Earthenware Hawker Tredgare Pet Jan 4 Ord Jan 4
 WILLIAMS, JOHN, Swansea, Butcher Swansea Pet Jan 4 Ord Jan 4
 WRIGHT, JORIAN FREDERICK, Strand Green rd, Provision Dealer High Court Pet Dec 26 Ord Jan 3

London Gazette.—TUESDAY, Jan. 10.

RECEIVING ORDERS.

BRENETT, WILLIAM WOODMAN, Nichol sq, Falcon sq, Manufacturer High Court Pet Jan 6 Ord Jan 6
 BRYAN, HAMILTON, Eastcheap, Merchant High Court Pet Dec 12 Ord Jan 6
 BOND, JAMES CHARLES, Buxhall, Suffolk, Farmer Bury St Edmunds Pet Jan 7 Ord Jan 7
 BURROWS, THOMAS, Eccleston, ex Freeton, Lancs, Farmer Liverpool Pet Jan 5 Ord Jan 5
 CADD, GEORGE, Darham, Suffolk, Dealer St Yarmouth Pet Jan 6 Ord Jan 6
 CARTER, AUGUSTUS, Knapphill, Woking, Surrey, Corn Merchant Guildford and Godalming Pet Jan 7 Ord Jan 7
 CATFORD, EDWIN WALTER, Mining lands, Sugar Merchant High Court Pet Jan 6 Ord Jan 7
 DEACON, CHARLES, Navarino rd, Daleton, of no occupation High Court Pet Jan 4 Ord Jan 5
 DRAPER, ROBERT, Allentown, Grocer Derby Pet Jan 5 Ord Jan 6
 DUNN, JOSEPH, West Bromwich, Labourer Dudley Pet Jan 3 Ord Jan 3
 FIOR, JAMES, Blackbrook and Sutton Farms, ex Kidderminster, Farmer Kidderminster Pet Jan 3 Ord Jan 3
 FORTER, CHARLES F, Thomas Ditton, Surrey, Barrister at Law Kingston Pet Dec 14 Ord Dec 22
 GANFOLK, RICHARD, Hastings, Greengrocer Hastings Pet Jan 5 Ord Jan 5
 GIBSON, HENRY, late of Buttersleigh, Devon, late Farmer Exeter Pet Jan 6 Ord Jan 6
 GOLDSBURG, MORRIS, High rd, Kilburn, Tobaccoist High Court Pet Jan 5 Ord Jan 5
 HARVEY, EDWARD, Heath rd, Twickenham, Grocer Brentford Pet Jan 5 Ord Jan 5
 HEAP, J W, Manchester, Manufacturer's Agent Manchester Pet Nov 24 Ord Jan 6

HOLMES, EDWARD, Gt Yarmouth, Smackowner Gt Yarmouth Pet Jan 5 Ord Jan 5
 HOOPER, WILLIAM GABROD, Street, Somerset, Grocer Wells Pet Jan 6 Ord Jan 6
 JONES, JOHN EVANS BRODIE, Penrynside, Llandudno, Assistant Grocer Bangor Pet Jan 5 Ord Jan 5
 JOYCE, ALFRED COLIN, Aylesbury, Baker Aylesbury Pet Dec 17 Ord Jan 7
 LEES, PERCY, Aldington, Sussex, Labourer Brighton Pet Jan 7 Ord Jan 7
 LEVETT, WILLIAM, Cambridge, Tailor Cambridge Pet Jan 5 Ord Jan 5
 LUCAS, HEINRICH, Barking rd, Canning Town, Baker High Court Pet Jan 5 Ord Jan 7
 OLARSON, HARRIS, late of Manchester, Merchant Manchester Pet Oct 27 Ord Jan 6
 PIERCE, GEORGE, Green Hammerton, Yorks, Corn Merchant York Pet Jan 5 Ord Jan 5
 SIMPSON, HERBERT, Cheltenham, Musical Director Cheltenham Pet Jan 5 Ord Jan 5
 SWITCHE, JOHN W, Queen Victoria st, Merchant High Court Pet Dec 9 Ord Jan 5
 THOMASON, WILLIAM, Lostock Gralam, Cheshire, Engine Driver Warrington Pet Jan 5 Ord Jan 5
 TREDWELL, HENRY, FRUITERER, Worcester, Fruiterer Worcester Pet Jan 6 Ord Jan 6
 TRUENAM, JOSEPH, Derby, Bricklayer Derby Pet Jan 6 Ord Jan 6
 WHATELY, CHARLES, Kenilworth, Warwickshire, Nurseryman Warwick Pet Jan 6 Ord Jan 6
 WHITWORTH, JOHN CLEGG, Halifax, Grocer Halifax Pet Jan 6 Ord Jan 6
 WILLIAMS, WALTER ALBERT, Regent st, Architect High Court Pet Jan 6 Ord Jan 6

The following amended notice is substituted for that published in the London Gazette, Nov 8:-
 COOK, MINNA MARIEL, Wandsworth, Surrey, Authoress Wandsworth Pet Nov 5 Ord Nov 5

The following amended notice is substituted for that published in the London Gazette of Jan 3:-

MATTHEWS, THOMAS, Chessunt, Herts, Builder Edmonton Pet Dec 23 Ord Dec 23
FIRST MEETING.

ADAMS, ROBERT JOHN, West Grinstead, Sussex, Farmer Jan 17 at 12 Off Rec, 4, Pavilion bldg, Brighton
 ALEXANDER, JOHN, Liverpool, Contractor Jan 25 at 3 Off Rec, 35, Victoria st, Liverpool
 BICKERTON, EDMUND, Barforth rd, Peckham Rye, Stock Dealer Jan 17 at 1 Bankruptcy bldg, Carey st
 BULLEY, HENRY, Liverpool, Sharebroker Jan 18 at 3 Off Rec, 35, Victoria st, Liverpool
 BURWARD, MADELINE, Ilchester, Somerset, Spinster Jan 18 at 1 Three Chongs Hotel, Yeovil
 DAVIES, JOHN, late of Barry, Glam, Tailor Jan 17 at 12 Off Rec, 20, Queen st, Cardiff
 DRAPER, ROBERT, Allentown, Derbyshire, Grocer Jan 20 at 3 Off Rec, St James's chmbrs, Derby
 DUNDEE, CHARLES, Burnley, Grocer Jan 19 at 2.30 Exchange Hotel, Nicholas, Burnley
 FINKIN, SAMUEL, West Bromwich, Leather Merchant Jan 26 at 10.30 County Court, West Bromwich
 FORBETT, EMMA, Newport, Mon, late Circus Proprietor Jan 18 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
 FREEMAN, ARTHUR, Hereford, Tailor Jan 20 at 10 2, Off Rec, Hereford

GARRINGTON, ALFRED, Stourbridge, Worcs, Innkeeper Jan 18 at 2 Wall & James, Solicitors, Stourbridge
 GIBBONS, HENRY, late of Butterleigh, Devon, late Farmer Jan 20 at 10.30 Off Rec, 13, Bedford circ, Exeter
 GOLDFINCH, GEORGE THOMAS MANLEY, Newport, Mon, Fruiterer Jan 18 at 1 Off Rec, Gloucester Bank chmbrs, Newport, Mon
 GREENHALGH, KAY, Alkington, Lancs, Farmer Jan 18 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
 GRIFFITH, EDWARD PARRY, Nowham, Glos, Druggist Jan 17 at 11 Off Rec, 15, King st, Gloucester
 HARDEN, SAMUEL, Connah's Quay, Flint, Master Mariner Jan 20 at 12 Croy chmbrs, Chester
 HEDGES, JOHN, Henley on Thames, Carrier Jan 19 at 11.30 Queen's Hotel, Reading
 HUTCHINSON, ISRAEL, Bishop Auckland, Miner Jan 18 at 2.30 Off Rec, 25, John st, Sunderland
 IBBOTSON, WILLIAM, Blackburn, Painter Jan 25 at 1 County Court house, Blackburn
 IMESON, THOMAS, Carlisle, Boot Dealer Jan 20 at 12 Leicester-shire Trade Protection Society, 4, New st, Leicester
 JAMES, EDMUND JONES, Pontllanfraith, Mon, Gent Jan 18 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
 JOHNSON, TOWNLEY, Cardiff, Commission Agent Jan 17 at 2.30 Off Rec, 29, Queen st, Cardiff
 KEEKHAM, B, Luton, Beds, Draper Jan 26 at 10.45 Court house, Luton

LAWRANCE, HENRY, Leeds, Printer's Reader Jan 18 at 12 Off Rec, 22, Park row, Leeds
 LEA, GEORGE EDWIN, Biddulph, Staffs, Grocer Jan 19 at 12 Off Rec, Newcastle under Lyme
 LEVETT, WILLIAM, Cambridge, Tailor Jan 17 at 12.15 Off Rec, 5, Petty Cury, Cambridge
 LILLEY, JOHN WILLIAM, Fryerning, Essex, Farmer Jan 17 at 12.15 Shirehall, Chelmsford
 MARKS, THOMAS GEORGE, Binfield Heath, nr Henley on Thames, Farmer Jan 19 at 12 Queen's Hotel, Reading
 MASTERS, MARY JANE, Manchester, Dressmaker Jan 20 at 3 Ogden's chmbrs, Bridge st, Manchester
 MOON, JAMES, Wells, Carpenter Jan 18 at 3.30 Off Rec, Bank chmbrs, Corn st, Bristol
 MURF, HARRY, Ross, Herefordshire, Grocer Jan 20 at 10 2, Offs at, Hereford
 MURRELL, CHARLES BOUTCHER, Great Leighs, Essex, Farmer Jan 17 at 1.30 Shirehall, Chelmsford
 NISBET, FRANK, South Croydon, Surrey, of no occupation Jan 17 at 11.30 24, Railway approach, London Bridge
 PARSLEY, WILLIAM JOHN REVE, Bristol, Hatter Jan 18 at 2.45 Off Rec, Bank chmbrs, Corn st, Bristol
 PIERCE, GEORGE, Green Hammerton, Yorks, Corn Merchant Jan 18 at 12.30 Off Rec, York
 RAINE, JAMES, the younger, Devises, Wilts, Boot Maker Jan 18 at 3.15 Off Rec, Bank chmbrs, Corn st, Bristol
 READING, WILLIAM, Birmingham, Cab Proprietor Jan 20 at 11 23, Colmore row, Birmingham
 REDDICK, FREDERICK THOMAS, Cosham, Hants, Boot Dealer Jan 17 at 3.30 Off Rec, Cambridge jnctn, High st, Farnmouth
 RILEY, ROBERT, Burnley, Tailor Jan 19 at 3 Exchange Hotel, Nicholas st, Burnley
 SEDGWICK, WALTER, Nottingham, Baker Jan 17 at 11 Off Rec, 86 Peter's Church walk, Nottingham
 SNELLING, CLEMENT, Brighton, Fancy Dealer Jan 17 at 3 Off Rec, 4, Pavilion bldg, Brighton
 STARRING, EDWARD, Windsor, super Mare, late Lodging house Keeper Jan 19 at 11 Bristol Arms Hotel, High st, Bridgwater
 STEPHENS, EDWIN, Leeds, late Innkeeper Jan 18 at 11 Off Rec, 22, Park row, Leeds
 TASKER, HERBERT MAUDE, Goolie, Yorks, Sail Maker Jan 17 at 11.30 Lowther Hotel, Goolie
 TATE, JOHN LESTER, Hildrorth, Bridlington Quay, Yorks, Collector of Imports Jan 17 at 3.30 Off Rec, 74, Newborough st, Scarborough
 TAYLOR, EDWARD, Waterloo, nr Blyth, Northumbria, Green Grocer Jan 18 at 11 Off Rec, Pink lane, Newcastle on Tyne
 TRESILIAN, CECIL PARSONS, Bristol, Musician Jan 18 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
 TRUENAM, JOSEPH, Derby, Bricklayer Jan 20 at 2.30 Off Rec, St James's chmbrs, Derby
 VOGLER, CHARLES, Birmingham, Bailiff Jan 18 at 11 23, Colmore row, Birmingham
 WATKINSON, GEORGE THOMAS, Cockfield, Suffolk, Farmer Jan 26 at 12 Guildhall, Bury St Edmunds
 WHITWORTH, JOHN CLEGG, Halifax, Grocer Jan 20 at 11 Off Rec, Townhall chmbrs, Halifax
 WRIGHT, JOSIAH FREDERICK, Stroud Green rd, Provision Dealer Jan 18 at 2.30 Bankruptcy bldg, Carey st

ADJUDICATIONS.

BICKERTON, EDMUND, Barforth rd, Peckham Rye, Stock Dealer High Court Pet Dec 6 Ord Jan 6
 BOND, JAMES CHARLES, Burchall, Suffolk, Farmer Bury St Edmunds Pet Jan 6 Ord Jan 7
 BOSHER, WILLIAM GEORGE, Leeds, Teacher of Dancing Leeds Pet Dec 31 Ord Dec 31
 BURROWS, THOMAS, Eccleston, nr Prescot, Lancs, Farmer Liverpool Pet Jan 6 Ord Jan 6
 CADY, GEORGE, Darham, Suffolk, Dealer Gt Yarmouth Pet Jan 6 Ord Jan 6
 CROFTHER, WILLIAM, Sheffield, Accountant Sheffield Pet Nov 23 Ord Jan 4
 CURTIS, ALFRED, Cambridge mews, Albany st, Regent's Park, late Jobmaster High Court Pet Nov 19 Ord Jan 4
 DEACON, CHARLES, Navarino rd, Dalston, of no occupation High Court Pet Jan 6 Ord Jan 6
 DRAPER, ROBERT, Allentown, Derbyshire, Grocer Derby Pet Jan 5 Ord Jan 6
 DUFF, JOSEPH, West Bromwich, Labourer Dudley Pet Jan 2 Ord Jan 2
 FINCH, JAMES, Blakebrook and Sutton Farms, nr Kidderminster, Farmer Kidderminster Pet Jan 3 Ord Jan 7
 FOSTER, CHARLES, F, Thames Ditton, Surrey, Barrister at Law Kingston Pet Dec 14 Ord Jan 2
 FUGE, HENRY, and EDWIN FUGE, St George's, Glos, Builders Bristol Pet Dec 23 Ord Jan 7
 GAFFNEY, JOHN, Liverpool, late Licensed Victualler Liverpool Pet Nov 17 Ord Jan 5
 GASTON, RICHARD, Hastings, Greengrocer Hastings Pet Jan 5 Ord Jan 5

GIBBONS, HENRY, late of Butterleigh, Devon, late Farmer Exeter Pet Jan 5 Ord Jan 6
 GODFREY, WILLIAM, St George's, Glos, Builder Bristol Pet Dec 13 Ord Jan 7
 GOLDSBURG, MORRIS, High rd, Kilburn, Tobacconist High Court Pet Jan 5 Ord Jan 5
 HOLMES, EDWARD, Great Yarmouth, Smackowner Great Yarmouth Pet Jan 5 Ord Jan 5
 HOOPER, WILLIAM GABROD, Street, Somerset, Grocer Wells Pet Jan 6 Ord Jan 6
 JAMES, EDMUND JONES, Pontllanfraith, Mon, Gent Newport, Mon Pet Jan 2 Ord Jan 5
 JOHNSON, TOWNLEY, Cardiff, Commission Agent Cardiff Pet Dec 6 Ord Jan 5
 JONES, DAVID, Clarendon sq, Pentonville, Builder High Court Pet Dec 8 Ord Jan 5
 JONES, JOHN EVANS BRODIE, Penrynside, Llandudno, Assistant Grocer Bangor Pet Dec 23 Ord Jan 5
 LEAKE, ALEXANDER RITCHIE, Minorities, Publisher High Court Pet Dec 10 Ord Jan 4
 LEES, PERCY, Aldington, Sussex, Labourer Brighton Pet Jan 5 Ord Jan 7
 LEVETT, WILLIAM, Cambridge, Tailor Cambridge Pet Jan 5 Ord Jan 5
 LILLEY, JOHN WILLIAM, Fryerning, Essex, Farmer Chelmsford Pet Dec 19 Ord Jan 4
 MASON, WILLIAM, Birkenhead, Licensed Victualler Birkenhead Pet Dec 21 Ord Jan 5
 MATTHEWS, THOMAS, Chessunt, Herts, Builder Edmonton Pet Dec 23 Ord Jan 5
 PEACOCK, HENRY JAMES, Craven st, Charing Cross, Surveyor High Court Pet Oct 7 Ord Jan 5
 PIERCE, GEORGE, Green Hammerton, Yorks, Corn Merchant York Pet Jan 4 Ord Jan 5
 PINDER, JOHN WILLIAM, West Hartlepool, General Draper Sunderland Pet Dec 5 Ord Jan 5
 PITMAN, WILLIAM GEORGE, Kingscomb, co Southampton, Southampton Pet Dec 27 Ord Jan 5
 RICHARDS, G H, Stonebridge rd, South Tottenham Edmonton Pet Oct 31 Ord Jan 4
 SIMPSON, HERBERT, Cheltenham, Musical Director Cheltenham Pet Jan 5 Ord Jan 5
 SMITH, THOMAS COPE ICE, Burslem, Staffs, Grocer Burslem Pet Dec 30 Ord Jan 5
 SOUTHERN, GEORGE H, Hattington rd, South Kensington, Hotel Proprietor High Court Pet Nov 4 Ord Jan 5
 SPALDING, MONTAGUE, Marylebone lane High Court Pet Nov 15 Ord Jan 5
 STOCK, CHARLES JOHN, Ramsgate, Provision Dealer Canterbury Pet Dec 10 Ord Jan 5
 SUMMONS, WILLIAM, Hakin, Pemba, Builder Pembroke Dock Pet Dec 20 Ord Jan 7
 THOMASON, WILLIAM, Lostock Gralam, Cheshire, Engine Driver Warrington Pet Jan 5 Ord Jan 5
 TREDWELL, HENRY FREDERICK, Worcester, Fruiterer Worcester Pet Jan 6 Ord Jan 6
 TREVITT, JOHN, Shrewsbury, Commercial Traveller Shrewsbury Pet Dec 9 Ord Jan 7
 TRUENAM, JOSEPH, Derby, Bricklayer Derby Pet Jan 6 Ord Jan 6
 WOODWARD, HARRY, and FRANK HENRY ALFRED BARNES, Regent st, Auctioneers High Court Pet Oct 25 Ord Jan 5

The following amended notice is substituted for that published in the London Gazette, Dec 2:-

ROWE, ARTHUR, Ideford, Devon, Shopkeeper Exeter Pet Nov 7 Ord Nov 29

SALE OF ENSUING WEEK.

Jan. 18.—Messrs. WALKER & BUNTS, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisements, Jan. 7, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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EST. 1848.

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